

A G E N D A
RIO DELL CITY COUNCIL
CLOSED SESSION - 5:30 P.M.
REGULAR MEETING- 6:30 P.M.
TUESDAY, APRIL 5, 2011
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

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THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

- 1) 2011/0405.01 - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
CDBG Rehabilitation Loan Portfolio Concerns 2010
(Government Code Section 54956.9)

E. PUBLIC COMMENT REGARDING CLOSED SESSION

F. CEREMONIAL

- 1) 2011/0405.02 – Proclamation Honoring Welcome Home Veterans Day

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G. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS."

1) 2011/0405.03 - Approve Minutes of the March 15, 2011 Special Meeting – HOME Loan Advisory Committee (ACTION)	2
2) 2011/0405.04 - Approve Minutes of the March 15, 2011 Joint Study Session (ACTION)	4
3) 2011/0405.05 - Approve Minutes of the March 15, 2011 Regular Meeting (ACTION)	6
4) 2011/0405.06 - Approve Minutes of the March 23, 2011 Special Meeting (ACTION)	13
5) 2011/0405.07 - Approve Minutes of the March 29, 2011 Special Meeting (ACTION)	15
6) 2011/0405.08 - Approve Land Purchase Agreement with Robert Mozzetti in Amount of \$239,040 and Authorize City Manager to Execute Agreements and Pay Associated Closing Costs (ACTION)	19
7) 2011/0405.09 - Approve Resolution No. 1108-2011 Authorizing the City Manager to Execute necessary documents related to the Wendt Easement Grant Deed Acceptance and Right of Way Abandonment Pursuant to Resolution No. 1065-2009 (ACTION)	23
8) 2011/0405.10 - Approve E-Waste Collection Event and authorize the City Manager to execute necessary agreements (ACTION)	39
9) 2011/0405.11 - Approve Contract Agreement with Winzler & Kelly in the Amount of \$18,600 for Preparation of Bid Documents and Bidding and Construction Assistance for the Prop 1-B Maintenance Paving Project and authorizing City Manager to execute agreement (ACTION)	42

H. SPECIAL PRESENTATIONS

I.. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) "SPECIAL CALL ITEMS" from Consent Calendar	
1) 2011/0405.12 - Approve Agreement with Nichols Consulting Engineers to Identify City Street Maintenance Alternatives and Estimate Project Costs in the Amount of \$5,000 (ACTION)	47
2) 2011/0405.13 - Railbanking for Preserving Right of Ways for Future County Use (DISCUSSION/ACTION)	51
3) 2011/0405.14 - Public Hearing - Unmet Transit Needs (ACTION)	54
4) 2011/0405.15 - Approve Award of Bid to Thomas R. Bess, Inc. in the amount of \$164,348 for the Prop 1-B Maintenance Paving Project and authorize the City Manager to execute the Notice of Award and Contract Agreement (APPROVE)	56
5) 2011/0405.16 - Bids for Wastewater Project II Testing and Inspection Services, and Construction Management and Inspection Services (RECEIVE & FILE)	64

- 6) 2011/0405.17 - Authorize the City Manager to execute the California Energy Commission North Coast (EECBG) Sub-Grantee Agreement between County of Humboldt and the City for City Hall Furnace Replacement Project **(ACTION)** 66

J. ORDINANCES/SPECIAL RESOLUTIONS

- 1) 2011/0405.18 - Approve Resolution No. 1111-2011 Approving Revenue and Expense Budget Amendments for Dog Gone Poo Grant **(ACTION)** 71
- 2) 2011/0405.19 - Update on Annual Earth Day and Spring Clean-Up Activities **(RECEIVE & FILE)** 73

K.. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 5 minutes.

L. REPORTS/STAFF COMMUNICATIONS

- 1) City Manager
- 2) Finance Director
- 3) Chief of Police

M. COUNCIL REPORTS/COMMUNICATIONS

N. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

- 1) 2011/0405.20 - REAL PROPERTY NEGOTIATIONS Property: Monument Springs (Disposition) Agency Negotiator: Ron Henrickson, City Manager (Government Code Section 54956.8)
- 2) 2011/0405.21 - REAL PROPERTY NEGOTIATIONS Property Acquisition Agency Negotiator: Ron Henrickson, City Manager (Government Code Section 54956.8)

O. PUBLIC COMMENT REGARDING CLOSED SESSION

P. RECESS INTO CLOSED SESSION

Q. RECONVENE INTO OPEN SESSION

R. ORAL ANNOUNCEMENTS

S. ADJOURNMENT

*The next Regular meeting will be on April 19, 2011
at 6:30 PM in the City Council Chambers*

PROCLAMATION
Honoring
Welcome Home Vietnam Veterans Day

WHEREAS, beginning in 1950 and ending with troop evacuations in 1975, the Vietnam War was the longest conflict in American history; and

WHEREAS, 324,000 Californians served in the Vietnam War, putting their lives on the line for the cause of freedom; and

WHEREAS, During the Vietnam War, more than 18,000 Californians were wounded and 5,822 were killed; and

WHEREAS, Although our nation was divided in its support of the Vietnam War, we must pledge to never forget the outstanding strength, service and sacrifice of those who fought to defend democracy, human dignity and the right to self-determination; and

WHEREAS, on September 25, 2009, Governor Schwarzenegger signed AS 717 which establishes March 30th as "Welcome Home Vietnam Veterans Day," and encourages public schools and educational institutions to observe that day and to conduct exercises recognizing the contributions of all those involved in the Vietnam War and remembering the sacrifices they made for their country.

NOW, THEREFORE BE IT PROCLAIMED that I, Mayor Julie Woodall and the City Council of the City of Rio Dell do proclaim March 30, 2011 as "Welcome Home Vietnam Veterans Day" in the City of Rio Dell and commends those veterans who risked their lives protecting this country's freedom.

April 5, 2011

Julie Woodall, Mayor

RIO DELL CITY COUNCIL
SPECIAL MEETING
HOME LOAN
ADVISORY COMMITTEE
MARCH 15, 2011
MINUTES

The HOME Loan Advisory Committee Meeting was called to order at 5:00 P.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Barsanti, Leonard Marks and Thompson

Absent: None

Others Present: City Manager Ron Henrickson, Finance Director Beauchaine, Housing Director Caldwell, Fela Maisonet and Dave Lyons from Redwood Community Action Agency, (RCAA) Clerk Cezario

HOME LOAN ADVISORY COMMITTEE MATTERS

Approval of Loan # RDH 1; Loan # RDH 2; Loan # RDH 3; Loan # RDH 4; Loan # RDH 5 and Loan # RDH 6.

Councilmember Marks stated that she had been personally involved in the CDBG Loan process with a family member and she was very disappointed with the way that RCAA handled it. They did not return calls or follow through with the process, in her opinion, in a very professional manner.

Ms. Maisonet stated that there had been difficulties at their office with having enough staff to handle the amount of applications that had been coming into the office. The person who had handled the HOME program in years before, was no longer working for RCAA. It was different handling the HOME program because of the guidelines they had. RCAA now has someone up to speed with the program and they are better able to handle the applications.

City Manager Henrickson expressed the fact that everyone had the right to disagree with his ideas about this program. He also expressed the thoughts that maybe the best way to handle the applications in the future were to have them come through the City Hall and then be passed on to RCAA. That way the City would be aware of whether all applications were being handled equally.

The qualifications for these houses are by HUD Guidelines which are different than some of the other guidelines that were used in the past.

Finance Director Beauchaine reviewed the terms and conditions of the HOME loan applications and explained how the process and guidelines were to be met for these loans. These six (6) loans are for manufactured homes and they are all to be placed in a Mobile Home Park in Rio Dell. The title for each home will be in the name of the City of Rio Dell, 0% interest rate and they were all deferred loans. There was discussion as to what would happen if the applicant died before the loan was paid off since HOME stipulates that the loan term will be a minimum of 30 years. RCAA will try to get an agreement with the Mobile Home Park that the rent of the space cannot be raised for five (5) years.

These loans have to be approved and the homes in place by the 21st of April. RCAA thought that they could be done by that date. The City will have one more approval of these loans before that date. There was discussion regarding who could live in these homes and it was brought up by Councilmember Barsanti that the Mobile Home Park asks for written notification of who occupies each home.

The Motion was made to approve the six (6) loans – (Loan # RDH 1; Loan # RDH 2; Loan # RDH 3; Loan # RDH 4; Loan # RDH 5 and Loan # RDH 6). The motion carried 4 to 1 vote with Councilmember Marks dissenting.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 6:30 P.M.

Julie Woodall, Mayor

Attest:

Kathy Cezario, Clerk

RIO DELL CITY COUNCIL/PLANNING
COMMISSION JOINT SPECIAL MEETING
MARCH 15, 2011
MINUTES

A Special Meeting of the Rio Dell City Council/Planning Commission was called to order at 5:30 p.m. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Marks, Barsanti, Leonard and Thompson.
Planning Commissioners Millington and Sweaney

Absent: Planning Commissioner Dave Gonzales, Andrew Gonzales and Johnson

Others Present: City Manager Henrickson, Housing Director Caldwell, Public Works
Director Jensen, Clerk Cezario

SPECIAL MEETING MATTERS

Albin Proposed Major Subdivision and Adjacent Zoning

City Manager Henrickson presented a map with a layover for observation during the discussion of his recommendations to the City Council and Planning Commission of the merits of residential zoning of the proposed Albin Mayor Subdivision and adjacent property.

City Manager Henrickson presented background on the property that Mr. Albin is proposing to develop which is a seven (7) lot subdivision bordered by North, May and Pine Streets. A number of years ago the adjacent area along Wildwood Avenue between Painter Street and the entrance to South 101 was zoned from residential to Community Commercial. A few years ago the owner proposed to rezone the area back to residential, but the city denied the rezoning.

Commissioner Millington stated that if this piece of property was rezoned to residential it would be one of the last pieces of property in the City of Rio Dell that was zoned for commercial use. Presently, the specific design of the subdivision is under review by staff and will be presented to the Planning Commission in the near future.

The City Manager asked the Council and Planning Commission to evaluate the merits of considering residential zoning. The merits he presented are:

1. It would be consistent with residential zoning in the area.
2. The proposed Albin subdivision could be revised to generate a better design if the adjacent area was zoned residential in the future.

3. Given that there is no access to the commercial parcel from Wildwood Avenue, a future access to the area from Painter Street will have to be located adjacent to some of the new residential lots in the proposed subdivision. This is not the most desirable design.
4. Given the significant elevation difference from Wildwood Avenue to the commercial parcel it is less than ideal for commercial businesses, but not unfavorable for backyards of residences.
5. With a street frontage next to the proposed subdivision, any commercial business will most likely construct the back of the building facing Wildwood Avenue, which is not an ideal situation.
6. Given the access restrictions and elevation difference the commercial parcel is simply not a good location for commercial businesses which is partly evidenced by the fact that while it has been for sale for some time it has not sold.

The general consensus for zoning was to rezone the property back to residential. Commissioner Millington was not in favor of the rezoning.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 6:00 P.M.

Julie Woodall, Mayor

Attest:

Kathy Cezario, Clerk

**RIO DELL CITY COUNCIL
REGULAR MEETING
MARCH 15, 2011
MINUTES**

The Regular Meeting of the Rio Dell City Council was called to order at 6:30 P.M. by Major Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Barsanti, Leonard, Marks and Thompson

Absent: None

Others Present: City Manager Henrickson, Finance Director Beauchanie, Housing Director Caldwell and Clerk Cezario

CONSENT CALENDAR

Mayor Woodall announced the items to be approved on the consent calendar and asked the staff, the public and the Council members if there was anyone who wished to have any item removed from the consent calendar for separate discussion.

Councilmember Thompson asked that Item 5 be removed from the consent calendar for separate discussion under *Special Call Items*.

Motion was made by Marks/Leonard to approve the consent calendar including approval of the February 22, 2011 Special Meeting Minutes; approval of the March 1, 2011 Joint Study Session Minutes and approval of March 1, 2011 Regular Meeting Minutes. Approval of Pay Request No. 4 (Release of Retention) for Wendt Construction Co., Inc. in the amount of \$17,911.60. Motion carried 4-0; Councilmember Barsanti abstained from vote.

SPECIAL PRESENTATIONS

None

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Approve Amendment No. 6 for Winzler and Kelly Engineering, in the amount of \$12,000 for additional inspection and support services work related to the ARRA Roadway Improvement Project.

Councilmember Thompson asked for further clarification on this matter. City Manager Henrickson had handed out an amended Amendment 6 regarding this matter which clarified

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Councilmember Thompson's questions regarding this matter.

Motion was made by Leonard/Marks to approve Amendment No. 6 for Winzler & Kelly Engineering, in the amount of \$12,000.00. Motion carried 4-1.

HUMBOLDT COUNTY GENERAL PLAN UPDATE

A number of people from the community at large presented individual presentation regarding the Humboldt County General Plan Update process and the problems with the way it is being handled by the Humboldt County Board of Supervisors. Those that presented their opinions and problems were:

Tina Christensen – Hydesville; Estelle Fennel - Southern Humboldt; Mr. Lehman - Southern Humboldt; Peter Childs - Southern Humboldt; Bob Morris - Southern Humboldt; Brian Mitchell - Southern Humboldt; Dan Taranto - Southern Humboldt; Fred Bauer - Shelter Cove

The general request of these people was to ask the Rio Dell City Council to write a letter regarding the General Plan Update and in particular Section §1500. The general opinion that was presented is that the Humboldt County Supervisors are not willing to listen to the people of the county regarding the problems with the update.

Councilmember Marks stated that in her opinion she was not in favor of the General Plan and would support a letter signed by the council to the Supervisors of Humboldt County containing the support of the council with the people that were present.

Councilmember Thompson was concerned that it has been twelve (12) years since the General Plan Update was started and the citizens have been working on it for a long time, but it seems nothing is really happening.

Councilmember Barsanti stated that he didn't believe that the time made any difference. That in general people don't participate so it is difficult to get them to see that things need to be supported to get things done.

Mayor Woodall thanked the public speakers for their attendance and assured them that the council would discuss writing a letter.

HOME BEAUTIFICATION CONTEST

City Manager Henrickson stated that while he was supportive of the concept of a Home

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Beautification Contest, he would prefer that the City implement this program next year. At present City staff is fully occupied on a number of Council directed tasks and simply does not have the resources to undertake this program.

Councilmember Thompson stated that he didn't expect the staff to put aside their present tasks or to be involved completely with this project

City Manager Henrickson suggested that this matter be put aside until next year hoping that there will be more time to explore a variety of programs including this program.

CONTINUING LEAGUE OF CALIFORNIA CITIES MEMBERSHIP

The City has been a member of the League of California Cities for the last several years. Given our budget constraints the question is whether it is prudent to continue the membership. City Manager Henrickson stated that he would follow the direction of the council in this matter. After a brief discussion a motion was made to NOT renew the membership.

There was no motion and everyone agreed by general consensus that there would be no renewal of the membership.

RAILBANKING FOR PRESERVING RIGHT OF WAYS FOR FUTURE COUNTY USE

City Manager Henrickson reported that railbanking is a method of preserving the right of way of the non-operating rail line for future use as a regional trail. The non-operating rail line runs between Garberville and Crescent City. It has been the subject of discussion for a number of years. Rio Dell is interested in the segment on the east side of the Eel River across from the city.

Railbanking has been a very successful strategy in many other areas of the country. Overland biking is a growing tourist industry and could play a significant role in building new economic growth.

Further discussion on the matter was postponed to the next meeting by Councilmember Marks. She is going to contact Bill Bertain about speaking at the April 5th meeting regarding this matter.

No action was taken.

PG&E PLUG-IN ELECTRIC VEHICLES (PEV) METERS

PG&E contacted the City Manager regarding their partnering with auto manufacturers, state regulators and other utilities to ensure they can take appropriate actions to support plug-in electric vehicles (PEV) that are coming onto the automobile market. One common goal is to

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make PEV ownership cost effective and for that reason PG&E is offering special rates, which provide lower cost charging during off-peak hours (midnight to 7a.m.) To also help with the charging of these vehicles PG&E is looking to install a second meter at residents homes to charge the vehicle. The concern is that the plug-ins would be used for not only the electric vehicles but also illegal activities. Councilmember Thompson suggested that possibly there could be just one in a committee, but not at a residence. It was decided that the council was not in favor of having a PEV meter within the city limits.

Motion was made by Marks/Leonard to not allow these meters. Motion carried 5-0.

QUARTERLY FINANCIAL REPORTS PERIOD ENDING 12-31-10

Finance Director Beauchaine stated that Financial Reports for the Period Ending 12-31-2010 were presented at the regular meeting held on March 1, 2011. The Financials were placed on the agenda of this meeting as a discussion item since not all the council members were present at that meeting. Ms. Beauchaine clarified a few of the items on the balance sheet to the council members such as the fact that the Assessment Bonds Payable was from 1978; Notes Payable was regarding water; Capital Leases Payable is for the backhoe and Compensated Absences Payable was for the vacation liability.

LOAN PORTFOLIO REVIEW STATUS UPDATE

The City continues to pursue the six (6) portfolio concerns reported in the Annual CDBG Loan Portfolio Review. Of those six (6) concerns, we have made progress with one, and been in consultation with the City attorney regarding the remaining five (5). A closed session will be held at the April 5th meeting to discuss the concerns in detail with the City Attorney.

It was also discussed whether one of the duties for the new housing director would be to oversee these types of loans instead of using RCAA. This is something that will be discussed at a future time.

ORDINANCES/SPECIAL RESOLUTIONS

Extension of Interim Emergency Ordinance, Prohibiting the Establishment of Medical Marijuana Dispensaries in the City of Rio Dell, and Repeal of Ordinance 266-2010

City Manager Henrickson provided a staff report with his recommendations for this matter. Those recommendations are:

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1. Conduct public hearing on the extension of Interim Ordinance 266-2010, pertaining to the prohibition of medical marijuana dispensaries in the City;
2. Make the necessary finding under Government Code Section §65858 that to protect the public health, safety and welfare, an urgency measure in the form of an interim ordinance is necessary to protect uses that may be in conflict with a general plan, specific plan or zoning proposal that the legislative body or planning commission is considering or intends to study within a reasonable period of time;
3. Motion to adopt Ordinance 274-2011, an ordinance to extend Interim Urgency 266-2010 which prohibited the granting of any land use approval, permit, business license or other entitlement for the purpose of establishing a medical cannabis dispensary, and prohibiting the establishment of medical marijuana cannabis dispensary, and prohibiting the establishment of medical marijuana dispensaries in the City of Rio Dell, for a period of up to 22 month, 15 days; and
4. Motion to repeal Ordinance 266-2010.

On April 10, 2010, the City Council approved Ordinance No. 265-2010, an interim urgency ordinance authorizing a moratorium on the legal establishment and operation of medical marijuana dispensaries within the City, followed by approval of Ordinance No. 266-2010 on May 4, 2010, extending the ordinance for a period of 10 months and 15 days pursuant to Government Code Section §65858. With the moratorium due to expire on March 19, 2011, the subject was brought back to the City Council and planning Commission during a Joint Study Session held on March 1, 2011. The decision was unanimous to direct the City Manager to proceed with drafting of an ordinance banning medical marijuana dispensaries in the City of Rio Dell.

Since the time limit in the Interim Urgency Ordinance required that the City Manager prepare the proposed amendments to the Business License and Zoning Ordinances for the Council's consideration and adoption in sufficient time before the expiration of this Ordinance, and to allow for the presentation of the Ordinance banning MMDs, it is necessary to extend the Interim Urgency Ordinance for up to 22 months, 15 days as allowed under Government Code Section § 65858.

Motion was made by Leonard/Thompson to allow the extension of the Interim Urgency Ordinance for up to 22 months, 15 days as allowed under Government Code Section §65858. Motion was carried 5-0.

PUBLIC PRESENTATIONS

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Sharon Wolfe, living on Painter Street, Rio Dell asked a question regarding the de-annexation of the Blue Slide Road. She also asked about the status of the Economic Strategic Plan regarding the Food Collaborative. She was informed that the plan is complete and had been submitted to the Headwater Department.

REPORTS/STAFF COMMUNICATIONS

City Manager Henrickson reported that the project taking place at the Fireman's Park, which was the building of a new bathroom was complete. The playground equipment will be installed as soon as the weather permits. There will be a dedication on April 5th, 2011 at 5 o'clock.

Finance Director Beauchaine reported that the auditors from the state department had been at our office the week before to go over the paper work concerning any ARRA project that we had been pursuing. It looked like the audit was good, and it is ongoing with the different projects.

COUNCIL REPORTS/COMMUNICATIONS

It was brought up by Councilmember Marks that there seems to be a problem at the corner of Monument and Pacific where there is a handicapped crossing. There is a huge waterhole that could cause problems for the handicapped using the crossing. It was to be reported to the Public Works Department.

It was reported that the Police Department has an officer who is on light duty manning the front desk for the next couple of months.

The deadline for the RFP for the sewer project is April 15, 2011. Julie has a HTA meeting on 3/16/2011. There is to be a meeting at the Scotia Inn regarding the Rail Banking.

CLOSED SESSION

At 7:45 P.M. Mayor Woodall announced that the meeting was adjourned to closed session

The meeting reconvened at 8:05 P.M. Mayor Woodall announced there was no reportable action taken in closed session.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:06 to the April 5, 2011 meeting.

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Julie Woodall, Mayor

ATTEST:

Kathy Cezario, Clerk

**RIO DELL CITY COUNCIL
SPECIAL MEETING
MARCH 23, 2011
MINUTES**

A Special Meeting of the Rio Dell City Council was called to order at 10:00 A.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Leonard and Thompson

Absent: Councilmembers Barsanti and Marks

Others Present: City Manager Henrickson and City Clerk Dunham

SPECIAL MEETING MATTERS/PUBLIC HEARINGS

Selection of Nominations for Appointment on the California Coastal Commission

Mayor Woodall stated the purpose of the Special Meeting was for the City Council to select their nominations for appointment to serve on the California Coastal Commission, and direct the City Manager to forward to the Governor's office for the Governor's selection.

Mayor Woodall announced the candidate nominations as follows:

- Jeff Farley, Mayor, City of Ferndale
- Ken Zanzi, Mayor Pro Tem, City of Fortuna
- Virginia Bass, Humboldt County Supervisor
- Mark Lovelace, Humboldt County Supervisor
- Kendall Smith, Mendocino County Supervisor

Jeff Farley was present to address the Council regarding support of his appointment. Mayor Farley said he put his name in the hat because of his experience dealing with land use issues while serving on the Ferndale Planning Commission for 16 years and 11 years in the Engineering Department at Pacific Lumber Company. He said his experience could be utilized on the Coastal Commission and said he would appreciate the Council's support of his appointment.

Councilmember Thompson asked Mayor Farley how he visualized working concurrently with the Coastal Commission and the Ferndale City Council; Farley said he would not be going in with any pre-conceived ideas and commented that he would lean toward protection of property owner rights.

Councilmember Leonard commented that he felt the Coastal Commission needed a fresh look and hoped the Governor would appoint someone from the North Coast to provide more diversity.

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Motion was made by Leonard/Thompson to support the nominations of City of Ferndale, Mayor Jeff Farley, City of Fortuna, Mayor Pro Tem Ken Zanzi, and Humboldt County Supervisor Virginia Bass to the California Coastal Commission, and to forward to the Governor's office for Governor Brown's selection. Motion carried 3-0.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 10:12 A.M. to the April 5, 2011 regular meeting.

Attest:

Julie Woodall, Mayor

Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL
SPECIAL MEETING
MARCH 29, 2011
MINUTES**

A Special Meeting of the Rio Dell City Council was called to order at 10:00 A.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Barsanti, Leonard, Marks and Thompson

Others Present: Finance Director Beauchaine, City Clerk Dunham, Contract City Planners George Williamson and Sara Mosser

SPECIAL MEETING MATTERS/PUBLIC HEARINGS

Public Hearing/Adopt Negative Declaration for CEQA Compliance and Approve Resolution No. 1109-2011 Approving the General Plan Housing Element Update

Planner Williamson began by stating that Sara Mosser is largely responsible for the coordination with HCD staff to get us to this point in the approval process of the Housing Element. He said upon favorable action by the City Council, HCD is prepared to certify the document. He went on to explain that the Housing Element is one of seven elements of the General Plan and the only one that requires State approval. It also coincides with the Regional Housing Needs Assessment process stating that HCAOG took the county-wide allocation and spread it among the cities in the County and identified where affordable housing can be designated. The Housing Element documents that the City of Rio Dell does have adequate affordable housing.

Next was review of the various components of the Housing Element including:

- An assessment of housing needs with detailed discussion of population and household characteristics, existing and projected housing needs, existing housing stock characteristics, inventory of lands suitable for residential uses.
- A statement of the City's goals, objectives, and policies developed to address the City's housing needs. The 2009 Housing Element identifies programs that address housing quality and quantity, housing affordability and access, equal housing opportunities and natural resources, energy efficiency and conservation.
- A housing program that describes actions the City will undertake or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element.

Planner Williamson explained that following approval of the Housing Element, some updates to the Zoning Ordinance would be necessary.

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Planner Williamson stated the Housing Element Update is subject to the environmental review requirements of the California Environmental Quality Act (CEQA) therefore an Initial Study and Negative Declaration was prepared to analyze the potential environmental effects associated with approval of these entitlements.

In addition, several public hearings were held with the Rio Dell Planning Commission with a unanimous decision reached at their March 23rd meeting to recommend that the draft housing element be forwarded to the City Council for approval.

Councilmember Thompson pointed out some minor edits which included the following:

- Page 7 of the Initial Study/Negative Declaration, Paragraph 4 refers to 138 housing units as the expected buildout over the next eight years, yet other areas throughout the document quote 148 units; Sara Mosser explained the 138 number was correct and the 148 number referenced in Table 5-15 of Part II of the Housing Element Update was also correct and that it referred to the number of projected households of very low and extremely low income groups out of which Rio Dell is responsible for accommodating 138 of those.
- Page 15 of the Initial Study/Negative Declaration, Figure 3, *Biological Resources*. Councilmember Thompson questioned the blue lines; Sara Mosser explained the lines represent the buffer where Blue Heron is found.
- Page 25 of the Initial Study/Negative Declaration, Figure 5, *Hazard Site Locations*, Councilmember Thompson noted there was a hazard site indicated on Ogle Ave. that he was not aware of and that there was a site on Riverside Dr. identified that had actually been mitigated. Finance Director Beauchaine suggested Planner Williamson forward the list of potential hazardous sites to City staff to research and clear up with the appropriate agencies.
- Page 53 of the Initial Study/Negative Declaration, *References*, refers to Jim Hale as the City of Rio Dell Public Works Director and it should be changed to read "former" Public Works Director.

Councilmember Marks pointed out the urgency in obtaining approval of the Housing Element Update by the State by April 16th in order to move forward with securing CDBG grant funding and was concerned about any further delay in approval due to minor edits to the document.

Planner Williamson assured the Council the corrections could be made right away which would not delay the submittal of the document to HCD.

Councilmember Marks referred to the revisions to the list of definitions as requested at a previous meeting and asked Councilmember Thompson if he felt they were adequate; Planner Williamson noted the revisions were done as a direct response by the Planning Commission and

**SPECIAL MEETING MINUTES
MARCH 29, 2011
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city staff and brought back to the Planning Commission for review which they approved at their last meeting.

Councilmember Marks commented that some of the data goes back to the year 2007 and asked if that would be a problem; Sara Mosser stated the data was obtained from the most recent information available and that it would not be a problem.

Councilmember Marks then questioned the reference regarding pending installation of new water storage tanks; it was noted it should read "over the past 15 years the City "has" installed new water storage tanks.

Councilmember Thompson stated for clarification that the definitions would only pertain to this particular document.

Sara Mosser stated that although the definitions did pertain to this document they were fairly comprehensive and were taken from other Housing Elements throughout the State and based on recommendations from HCD.

Planner Williamson noted the definitions could also be tied with the Zoning Ordinance update.

Councilmember Leonard commented that the CEQA document only applies to the Housing Element Update and asked why it is required since it wasn't in the past; Planner Williamson said that not complying with CEQA has affected the validity of the general plan updates in the past and noted the cost of preparing the CEQA document was insignificant and done as a discretionary action.

Councilmember Leonard said the Initial Study/Negative Declaration was one of the best documents he has seen in the City as far as geological data and commended the Planners on the quality of the document.

Mayor Woodall asked when the next update would be; Planner Williamson stated the Housing Element Update is required every eight years and said the next update would be much easier with use of the 2010 census data and felt that with the recent hiring of the Housing Director, there would also be better documentation available.

A public hearing was opened at 10:32 A.M. to receive public comment on the proposed Housing Element Update. There being no comment, the public hearing closed.

Motion was made by Leonard/Marks to adopt the Negative Declaration for CEQA compliance with the minor revisions as noted. Motion carried 5-0.

SPECIAL MEETING MINUTES

MARCH 29, 2011

Page 4

Motion was made by Marks/Leonard to approve Resolution No. 1109-2011 Approving the General Plan Housing Element Update with the minor revisions as noted and to direct staff to forward to HCD for certification. Motion carried 5-0.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 10:35 A.M. to the April 5, 2011 regular meeting.

Attest:

Julie Woodall, Mayor

Karen Dunham, City Clerk



675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council
FROM: Ron Henrickson, City Manager *RH*
DATE: April 5, 2011
SUBJECT: Approval of Purchase of Mozzetti Parcel in conjunction with
the Wastewater Project #2.
ATTACHMENT: Land Purchase Agreement

Council Action:

By motion approve the Land Purchase Agreement with Mozzetti in the amount of \$239,040 and authorize the City Manager to execute the necessary agreements and pay associated closing costs.

City Manager recommendation: Approve the Agreement.

Background: The Mozzetti property is part of the Wastewater Project #2 design in that it serves as the disposal site for treated water during the summer when the City is prohibited from using the river due to low flows.

Financial Impact: The Land Purchase Agreement will be paid for out of the sewer debt service fund.

LAND PURCHASE AGREEMENT

This Land Purchase Agreement ("Agreement") is made and entered into as of this 10 day of ~~December 2010~~ ^{JANUARY 2011}, by and between the City of Rio Dell ("City") as Purchaser, and Robert G. Mozzetti, an unmarried man ("Mozzetti") as Seller. The parties hereto agree as follows:

1. Purchaser buys from Seller and Seller sells to Purchaser unimproved land located in Humboldt County, California, consisting of 35.19 acres, more or less, as described on Exhibit "A" hereto and depicted as Parcel 2 on Exhibit "B" hereto.

2. The purchase price for said land shall be \$239,040.00.

3. The parties acknowledge that Purchaser is in the process of obtaining a lot line adjustment from the County of Humboldt, at the sole expense of Purchaser.

4. The parties shall open an escrow at Humboldt Land Title Co. in Fortuna and shall execute escrow instructions prepared by the escrow holder. Purchaser shall pay any and all costs of escrow, including title insurance.

5. Purchaser acquires the property "as is", "where is" and is relying on no representations of Seller. Seller's only obligation hereunder shall be to convey fee simple title to the property free and clear of all encumbrances, upon completion of the lot line adjustment and deposit by Purchaser of all required funds into escrow.

6. The parties acknowledge that the transfer described herein is being done in lieu of an eminent domain action by Purchaser.

7. 6 MONTH NOTICE OF ROBED STOCK LEASE TO BE GIVEN
ON DAY OF CLOSING

Robert G. Mozzetti 1/10/11
Robert G. Mozzetti, Seller

CITY OF RIO DELL

Ron Henrickson 1/10/2011
Ron Henrickson, City Manager

WITNESS

Marc Lussant 1/10/11

LEGAL DESCRIPTION

EXHIBIT 'A'

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, LYING WITHIN SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, HUMBOLDT MERIDIAN, DESCRIBED AS FOLLOWS:

BEING ALL OF THAT LAND DESCRIBED IN THE GRANT DEED TO MOZZETTI AS RECORD MAY 6, 1986 IN VOL. 1796 PAGE 1348 OF HUMBOLDT COUNTY OFFICIAL RECORDS,

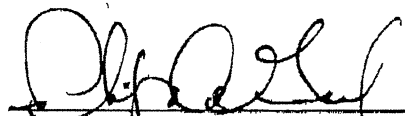
ALSO BEING ALL OF TRACT THREE, PARCEL TWO AS DESCRIBED IN THE "ORDER ALLOWING PARTITION OF REAL PROPERTY AND APPROVING TRUST ACCOUNTINGS" RECORDED AUGUST 13, 1998 AS DOCUMENT NO. 1998-20970-29, HUMBOLDT COUNTY OFFICIAL RECORDS,

ALSO BEING THAT PORTION OF TRACT THREE, PARCEL ONE OF THE ABOVE DESCRIBED "ORDER ALLOWING PARTITION OF REAL PROPERTY AND APPROVING TRUST ACCOUNTINGS" LYING EASTERLY AND SOUTHERLY OF METROPOLITAN ROAD,

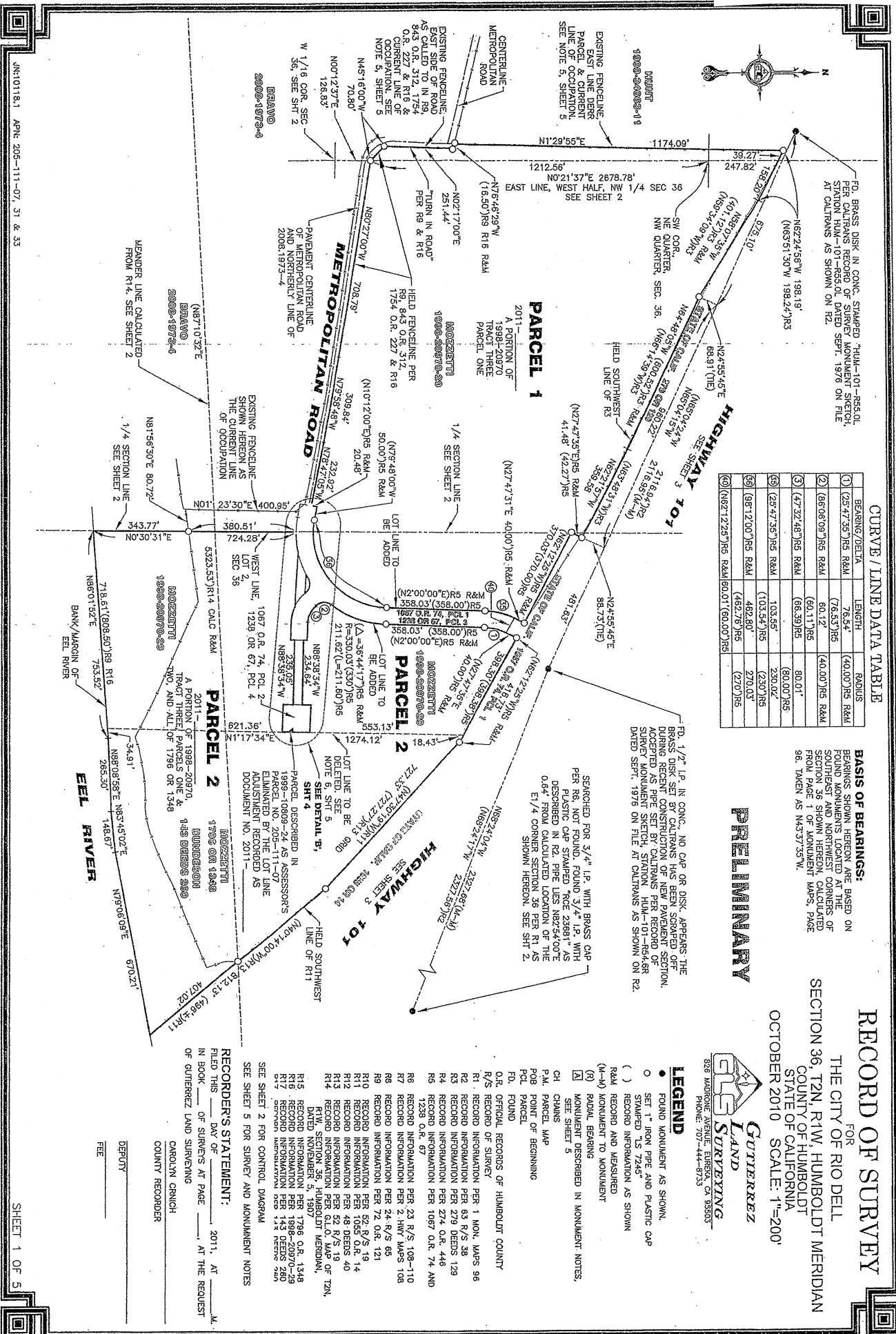
ALSO BEING THAT PORTION OF THE ABANDONMENT OF METROPOLITAN ROAD AS DESCRIBED IN THE RESOLUTION RECORDED AUGUST 30, 2010 AS DOCUMENT NO. 2010-18909-3, HUMBOLDT COUTNY RECORDS, LYING WITHIN THE ABOVE DESCRIBED PARCELS.

END OF DESCRIPTION.

THIS LEGAL DESCRIPTION PREPARED ON DECEMBER 10, 2010 BY:



PHILIP A. GUTIERREZ JR.
CALIFORNIA LICENSED LAND SURVEYOR NO. 7245
EXPIRES: DECEMBER 31, 2012



CURVE / LINE DATA TABLE

BEARING/DELTA	LENGTH	RADIUS
① (25.47°) R5 R&M	76.54'	(40.00') R5 R&M
② (60.06°) R5 R&M	60.12'	(40.00') R5 R&M
③ (47.32°) R5 R&M	60.11'	(40.00') R5 R&M
④ (25.47°) R5 R&M	103.56'	(40.00') R5 R&M
⑤ (98.12°) R5 R&M	482.80'	(270.00') R5 R&M
⑥ (82.12°) R5 R&M	482.80'	(270.00') R5 R&M

BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON BEARINGS SHOWN HEREON LOCATED AT THE SOUTHEAST AND NORTHWEST CORNERS OF SECTION 36 SHOWN HEREON, CALCULATED FROM PAGE 1 OF MONUMENT MAPS, PAGE 96, TAKEN AS N43°37'55"W.

FO. 1/2" I.P. IN CONC. NO CAP OR DISK. APPEARS THE BRASS DISK SET BY CALTRANS HAS BEEN SCRAPED OFF. DURING RECENT CONSTRUCTION OF NEW PAVEMENT SECTION, ACCEPTED AS PIPE SET BY CALTRANS PER RECORD OF SURVEY MONUMENT SKETCH. STATION HUM-101-R55.01, DATED SEPT. 1976 ON FILE AT CALTRANS AS SHOWN ON R2.

SEARCHED FOR 3/4" I.P. WITH BRASS CAP PER R6, NOT FOUND. FOUND 3/4" I.P. WITH PLASTIC CAP STAMPED "R6 22681" AS DESCRIBED IN R2. PIPE LIES N62°24'00"E 0.64' FROM CALCULATED LOCATION OF THE E1/4 CORNER SECTION 36 PER R2. SEE SHEET 2 SHOWN HEREON. SEE SHEET 2.

RECORD OF SURVEY

FOR
THE CITY OF RIO DEL

SECTION 36, T2N, R1W, HUMBOLDT MERIDIAN
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

OCTOBER 2010 SCALE: 1"=200'



PHONE: 707-444-8733

675 Wildwood Avenue
Rio Dell, Ca 95562
(707) 764-3532



**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
APRIL 5, 2011**

TO: Mayor and Members of the City Council
THROUGH: Ron Henrickson, City Manager *[Signature]*
FROM: Karen Dunham, City Clerk
DATE: April 5, 2011
SUBJECT: Wendt Easement Grant Deed Acceptance and ROW Abandonment

RECOMMENDATION

Authorize the City Manager to execute necessary documents related to the Wendt Easement Grant Deed Acceptance and Right of Way Abandonment Pursuant to Resolution No. 1065-2009.

BUDGETARY IMPACT

None

BACKGROUND AND DISCUSSION

This matter was brought before the City Council at its December 1, 2009 regular meeting. The proposal initiated by Dennis Wendt was to dedicate a right of way between Highway 101 and Northwestern Avenue to the City, in exchange for the City releasing interest in a 40 foot wide strip of land between APN's 205-111-019 and 025.s. The area offered for dedication was described as approximately 130 feet long and at its widest point 65 feet wide, with the right of way narrowing close to Highway 101. Staff pointed out that the right of way being offered for dedication was not a complete width right of way and that 50 or 60 feet would be needed for industrial development. After discussion, the Council voted to approve Resolution 1065-2009 accepting an irrevocable offer of right of way

dedication for APN 205-111-021 subject to approval of the City Engineer and Director of Public Works and vacating interest in real property allowing a property merger for APN 205-111-025.

After many months, an agreement was reached between the applicant and the City to adjust the easement width to 60 feet as shown in Exhibit B attached.

Having met all conditions pursuant to Resolution No. 1065-2009, staff recommends Council authorize the City Manager to execute all necessary documents to finalize this matter.

RESOLUTION NO. 1108-2011

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL AUTHORIZING THE
CITY MANAGER TO EXECUTE NECESSARY
DOCUMENTS PURSUANT TO RESOLUTION NO. 1065-2009

WHEREAS, the City Council took action at a regular meeting held on December 1, 2009 to approve Resolution No. 1065-2009 accepting an irrevocable offer of right of way dedication: Assessor Parcel number 205-1111-021 and vacating interest in real property and allowing a property merger for APN 205-111-025, subject to approval of the City Engineer and Public Works Director; and

WHEREAS, the City Council finds that pursuant to Resolution No. 1065-2009 the conditions have been met.

IT IS HEREBY RESOLVED, by the City Council of the City of Rio Dell to authorize the City Manager to execute necessary documents and that the same documents are recorded in the office of the County Recorder of the County of Humboldt, California by a duly authorized officer.

I hereby certify the foregoing to be a true copy of Resolution No. 1108-2011 adopted by the City Council of the City of Rio Dell, California at a regular meeting thereof held on the 5th day of April, 2011 by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Woodall, Mayor

ATTEST:

Karen Dunham, City Clerk

RESOLUTION NO. 1065-2009

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL

**ACCEPTING AN IRREVOCABLE OFFER OF RIGHT OF WAY DEDICATION:
ASSESSOR PARCEL NUMBERS: 205-111-021 and VACATING INTEREST IN REAL
PROPERTY AND ALLOWING A PROPERTY MERGER FOR APN 205-111-025**

WHEREAS, the owner of 205-111-021 (Dennis Wendt) has submitted a request, title report and other supporting materials to make an irrevocable offer of a right of way dedication; and

WHEREAS, the City determined, in a noticed public hearing, that is in the City's interest to hold such irrevocable offer of dedication, and accept a right of way that connects Northwestern Avenue with Highway 101, at some point in the future when additional access is warranted; and

WHEREAS, the City has reviewed the submitted request and supporting materials for conformance with General Plan policy, goals and regulations as required to allow for accepting the proposed right of way;

WHEREAS, the City and determined that any right of way must be of sufficient width and alignment to serve access needs to the Sawmill Annexation area; and

WHEREAS the city has considered the utility of a 40 foot wide strip of land between APNs 205-111-019 & -025, and determined, in a noticed public hearing, that it does not function as a right of way, and relinquishes interest allowing that land to be merged with APN 205-111-025, in consideration of an offer of right of way.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell accepts an irrevocable offer of right of way and vacates real property subject to the conditions contained in Attachment A.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on this **1st day of December, 2009** by the following vote:

Ayes: Woodall, Dunker, Marks, Thompson

Noes: None

Abstain None

Absent: Barsanti

Julie Woodall, Mayor

ATTEST:

Karen Dunham, City Clerk

ATTACHMENT A

CONDITIONS OF APPROVAL

The City Council action is subject to the following conditions:

1. The owner of APN 205-111-021 to submit an irrevocable offer of dedication, in a form acceptable to the City for securing additional right of way between Highway 101 and Northwestern Avenue, adjacent to the Moore Fuels parcel and the existing northerly Sawmill Annexation area entryway to Highway 101. A scaled drawing of the right of way dimensions and alignment shall be submitted with the irrevocable offer. The proposed right of way dimensions and alignment must be approved by the City Public Works Director and the City Engineer, prior to City approval as to form. Upon approval as to form, the offer would be recorded on the deed to APN 205-111-021.
2. Subsequent to condition 2 above being met, the Certificate of Voluntary Merger for the 40 foot wide strip of land (described as Parcel Z in the title report) to be merged to APN 205-111-025, may be recorded.
3. Provide the City with the recorded Certificate of Voluntary Merger for APN 205-111-025.
4. Any deed revisions to be submitted to City for review prior to recordation.

RECORDING REQUESTED BY

City of Rio Dell.

WHEN RECORDED MAIL TO

City of Rio Dell.

675 Wildwood Ave.

Rio Dell, CA 95562

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 205-111-021

EASEMENT GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated Area () City of Rio Dell

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Wendt Construction Co., Inc. a California Corporation

hereby GRANTS to:

The City of Rio Dell, a Municipal Corporation,

the following described EASEMENT in the City of Rio Dell, County of Humboldt, State of California:

See EXHIBIT 'A' attached hereto and made a part hereof.

Dated: 3-10-11

STATE OF CALIFORNIA)SS
COUNTY OF HUMBOLDT)

On 3-10-11 before me, S. Wallace

a Notary Public, personally appeared _____

Dennis Wendt

Wendt Construction Co., Inc.

Dennis Wendt

Dennis Wendt, President

proven to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

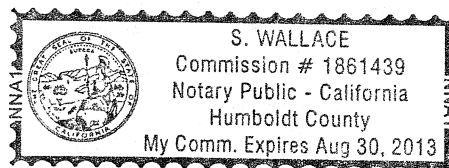


EXHIBIT 'A'
EASEMENT DESCRIPTION

A non-exclusive easement of varying width, for ingress, egress, public and/or private utilities and all appurtenances thereto, over the real property described in the Trustee's Deed from Belcher Abstract & Title Company to Farris Lumber Company, recorded on November 2, 1960 in Book 609, page 319, Humboldt County Official Records.

The EASEMENT description is as follows:

BEGINNING at a point located 8.77 chains north and 9.43 chains east of the quarter section corner on the west boundary of Section 36, Township 2 North, Range 1 West, Humboldt Meridian;

thence North 0° 05' West, about 23 chains to the Northerly end of a small triangular parcel adjacent to U. S. Highway 101, taken by the State of California by decree in condemnation dated December 18, 1951 and recorded in Book 192, page 48, Humboldt County Official Records and the TRUE POINT OF BEGINNING of the EASEMENT herein described;

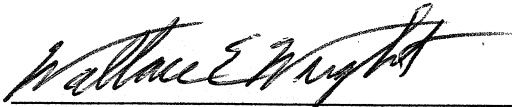
thence continuing, North 0° 05' West, about 83 feet to the Southerly line of Northwestern Avenue, (formerly the State Highway conveyed by Luther Derr by deed recorded August 2, 1917 in Book 140 of Deeds, page 19);

thence South 75° 28' East along the Southerly line of Northwestern Avenue, 85 feet;

thence reversing direction on a curve to the left (from northwest to west), with a radius of 25 feet, through an angle of 90° and a length of 39.27 feet;

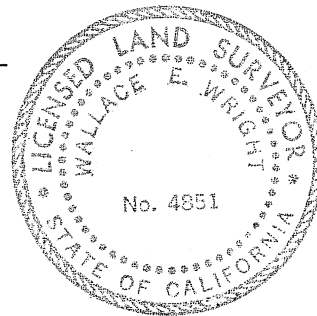
thence South 14° 32' West, about 96 feet to the northeasterly line of said triangular parcel adjacent to U. S. Highway 101;

thence North 29° 36' 24" West along said line, about 56 feet to the True Point of Beginning.



Wallace E. Wright, P.L.S. 4851
License Expires: 9-30-2012

Date: 3-04-2011



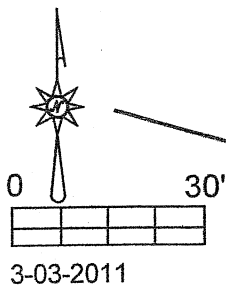
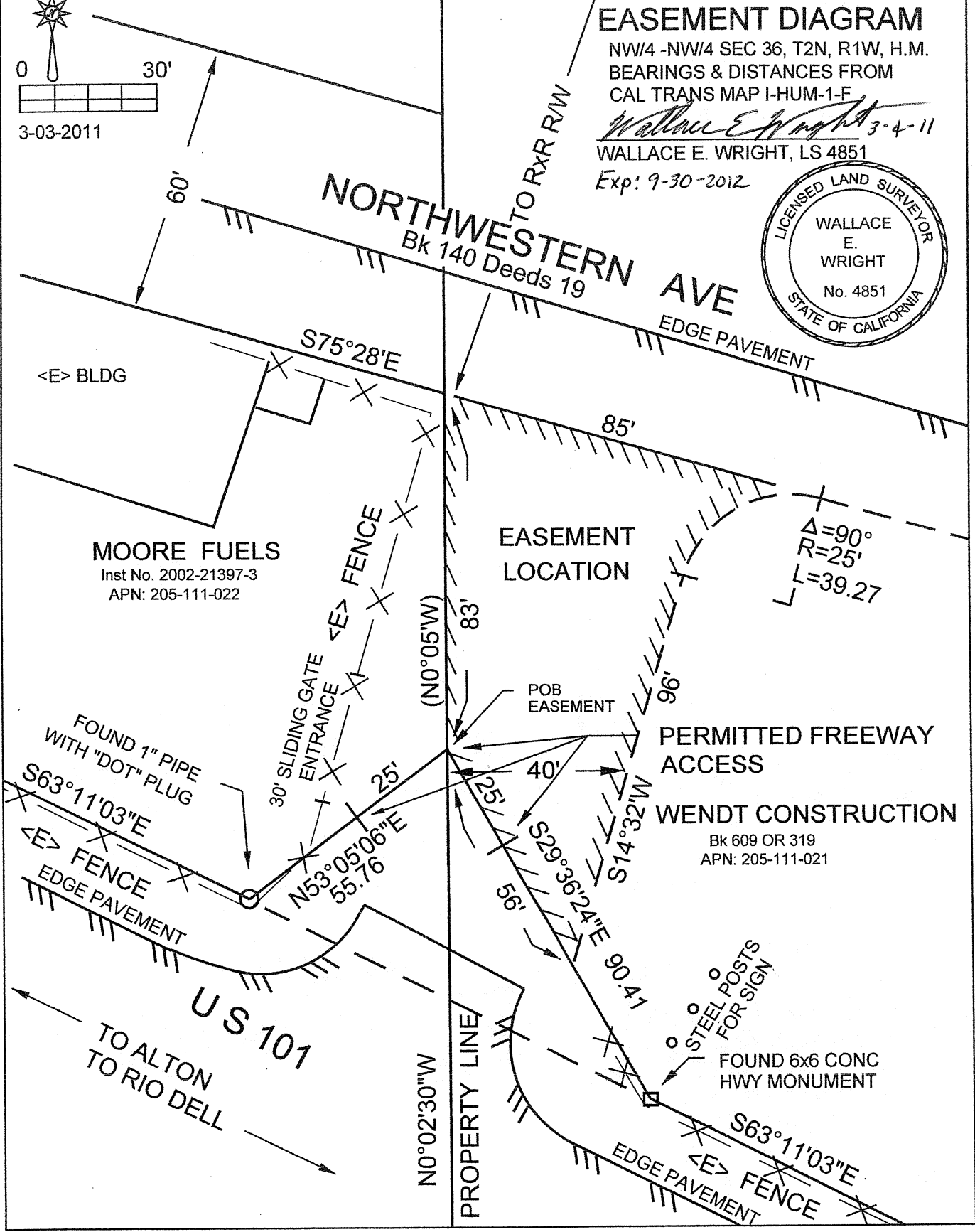
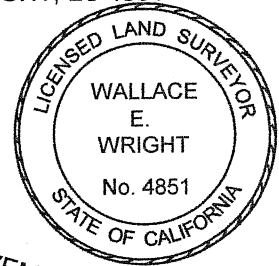


EXHIBIT 'B' CITY OF RIO DELL EASEMENT DIAGRAM

NW/4 -NW/4 SEC 36, T2N, R1W, H.M.
BEARINGS & DISTANCES FROM
CAL TRANS MAP I-HUM-1-F

Wallace E. Wright 3-4-11
WALLACE E. WRIGHT, LS 4851
Exp: 9-30-2012



RECORDING REQUESTED BY
City of Rio Dell
WHEN RECORDED MAIL TO

City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF ABANDONMENT

This is to certify that Double S Investments, LLC has petitioned the City of Rio Dell to abandon a right of way first described in the deed from Elise C. Christensen, et al, to the State of California recorded in Book 279 of Deeds, page 126, Humboldt County Records. The City Council of the City of Rio Dell, CA, has considered this petition at a duly noticed public hearing on _____, and has found and determined that this right of way is unnecessary for present or future street purposes. The City Council of the City of Rio Dell approves the abandonment of the land identified as EXHIBIT 'A' by the adoption of Resolution No. _____ and consents to the recordation of this Notice by its duly authorized officer.

Dated: _____

By: _____

Ron Henrickson
Rio Dell City Manager

EXHIBIT 'A'
ABANDONMENT DESCRIPTION

That portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 2 North, Range 1 West, Humboldt Base and Meridian described as follows:

THAT Easement described in the deed from Elise C. Christensen, et al, to the State of California recorded in Book 279 of Deeds, page 126, Humboldt County Records more particularly described as follows:


BEGINNING at a point in the Southerly line of that certain right of way described in Deed from Jacob Jacobsen to the State of California dated September 7, 1917 and recorded in Book 140 of Deeds, page 22, Humboldt County Records, from which point the Northwest corner of said Section 36 bears North 62° 19' 12" West, 2185.94 feet and from which point of beginning Engineer's Station "F" 26+ 67.59 P.O.T. of the Department of Public Works' Survey between Robinson Ferry Bridge and Fortuna (State Highway I -Hum-1-F) bears South 26° 08' 30" West, 253.82 feet;

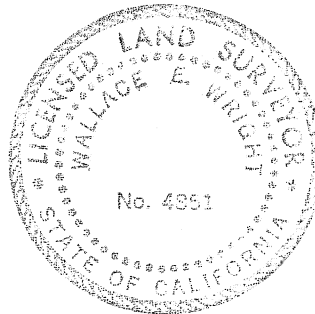
thence South 27° 13' 30" West, 183.10 feet;

thence North 68° 37' 19" West, 40.21 feet;

thence North 27° 13' 30" East, 189.49 feet to the Southerly line of said right of way;

thence South 59° 30' East, 40.07 feet along said Southerly line to the point of beginning.

 3-04-2011
Wallace E. Wright, PLS 4851
Licensed Land Surveyor
License Expires: 9-30-2012



ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Recording Requested By:

City of Rio Dell

Return To:

City of Rio Dell
675 Wildwood Ave
Rio Dell, CA 95562

ASSESSOR'S REFERENCE NUMBER(S); 205-111-021

**NOTICE OF MERGER
AND
CERTIFICATE OF SUBDIVISION COMPLIANCE**

NOTICE IS HEREBY GIVEN pursuant to Section 66499.20 3/4 of the Government Code of the State of California that the real properties described in the attached EXHIBIT "A" have been merged together into one parcel or unit of land, and that said real properties are not separate properties for the purpose of subdivision or development.

NOTICE IS FURTHER GIVEN that said merger has been executed by the owner(s) of record of the real properties, and not by a local agency.

THIS NOTICE IS GIVEN by the person(s) whose name(s) is/are subscribed on page 2 of this instrument as the owner(s) of record of the real properties described in the attached EXHIBIT "A".

On this _____ day of _____, 2011, I HEREBY CERTIFY that the merger for which this Notice is given has been executed with the approval of the City of Rio Dell and that the parcel or unit of land resulting from the merger complies with the provisions of the California Subdivision Map Act and City of Rio Dell Ordinances enacted pursuant thereto.

THIS CERTIFICATE relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto and no further compliance with the Subdivision Map Act is necessary. However, development of the parcel may require issuance of a permit or permits, or other grant or grants of approval.

THIS CERTIFICATE DOES NOT CERTIFY that the real property for which this notice has been given is suitable for development in accordance with existing or future regulations.

BY: _____
Ron Henrickson, City Manager of the City of Rio Dell

ACKNOWLEDGMENT

State of California }
County of Humboldt

On _____ before me, _____, Notary Public, personally appeared Ron Henrickson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

OWNER'S REPRESENTATION

We, the undersigned, do hereby certify that we are the owners of, or have an interest in, the real property described as Exhibit 'A' and that we are the only persons whose consent is necessary to pass clear title to said land.

We do hereby merge the real property described in Exhibit 'A', Parcel One and Parcel Two, into one parcel, described in Exhibit 'B', for the purposes of the California Subdivision Map Act and local ordinances enacted pursuant thereto, and the parcel shall hereafter be treated in all respects as a single parcel.

See Exhibit 'A', Exhibit 'B' and Exhibit 'C' attached hereto and incorporated herein.

By:

Double S Investments, LLC

By: Shane McWhorter

By:

Double S Investments, LLC

By: Shannon McWhorter

Date: 3-10-11Date: 3-11-11


State of California)
County of Humboldt)

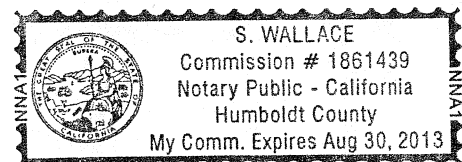
On 3-10-11, before me, S. Wallace, Notary Public,
personally appeared Shane McWhorter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT


State of California
County of Humboldt)

On March 11, 2011 before me, S. Wallace, Notary Public
(insert name and title of the officer)

personally appeared Shannon McWhorter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

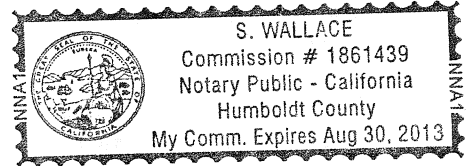


EXHIBIT 'A'

That portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 2 North, Range 1 West, Humboldt Base and Meridian described as follows:

PARCEL ONE

BEGINNING on the North line of the State Highway as conveyed to the State of California by deed recorded January 23, 1946 in Book 279 of Deeds, page 129, Humboldt County Records at a point located 1011.79 feet South and 1488.33 feet East of the Northwest corner of said Section 36;
running thence along the northerly line of said highway, South 63° 51' 30" East, 270.81 feet;
thence still along the same South 68° 37' 19" East, 89.18 feet;
thence leaving said highway and running North 27° 13' 30" East, 189.49 feet to the Southerly line of the right of way of the Old State Highway (aka Northwestern Avenue);
thence along said line North 59° 30' West, 360.08 feet;
thence South 27° 13' 30" West, 224.27 feet to the point of beginning.

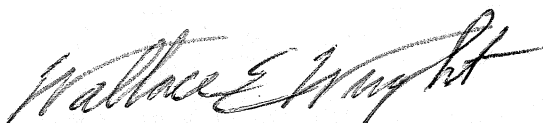
PARCEL TWO

BEGINNING at a point in the Southerly line of that certain right of way described in Deed from Jacob Jacobsen to the State of California dated September 7, 1917 and recorded in Book 140 of Deeds, page 22, Humboldt County Records, from which point the Northwest corner of said Section 36 bears North 62° 19' 12" West, 2185.94 feet and from which point of beginning Engineer's Station "F" 26+67.59 P.O.T. of the Department of Public Works' Survey between Robinson Ferry Bridge and Fortuna (State Highway I -Hum-1-F) bears South 26° 08' 30" West, 253.82 feet;
thence South 27° 13' 30" West, 183.10 feet;
thence North 68° 37' 19" West, 40.21 feet;
thence North 27° 13' 30" East, 189.49 feet to the Southerly line of said right of way;
thence South 59° 30' East, 40.07 feet along said Southerly line to the point of beginning.

EXHIBIT 'B'

That portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 2 North, Range 1 West, Humboldt Base and Meridian described as follows:

BEGINNING on the North line of the State Highway as conveyed to the State of California by deed recorded January 23, 1946 in Book 279 of Deeds, page 129, Humboldt County Records at a point located 1011.79 feet South and 1488.33 feet East of the Northwest corner of said Section 36;
running thence along the northerly line of said highway, South 63° 51' 30" East, 270.81 feet;
thence still along the same South 68° 37' 19" East, 129.39 feet;
thence leaving said highway and running North 27° 13' 30" East, 183.10 feet to the Southerly line of the right of way of the Old State Highway (aka Northwestern Avenue);
thence along said line North 59° 30' West, 400.15 feet;
thence South 27° 13' 30" West, 224.27 feet to the point of beginning.



Wallace E. Wright, PLS 4851, Expires: 9-30-2012

Date: 3-04-2011

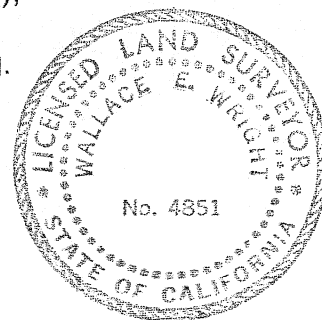


EXHIBIT 'C' PROPERTY MERGER

NE/4 OF THE NW/4 SEC 36, T2N, R1W, H.M.
CITY OF RIO DELL
HUMBOLDT COUNTY - CALIFORNIA



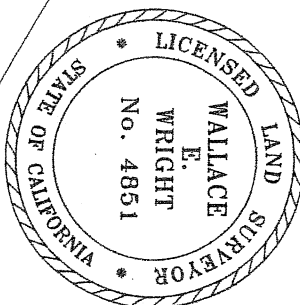
SCALE
1" = 100 FT

- LEGEND
- REPRESENTS BOUNDARY OF EXHIBIT 'B'
 - - - REPRESENTS LINE ELIMINATED BY MERGER
 - () REPRESENTS DATA FROM EXHIBIT 'A'

APN: 205-111-020

WALLACE E. WRIGHT, LS 4851
EXPIRES: 9-30-2012

DATE: 3-24-11



POB PARCEL ONE
1011.79 FT SOUTH AND
1488.33 FT EAST OF THE
NW CORNER SEC 36

ALTON

US 101
(I-HUM-1-F)

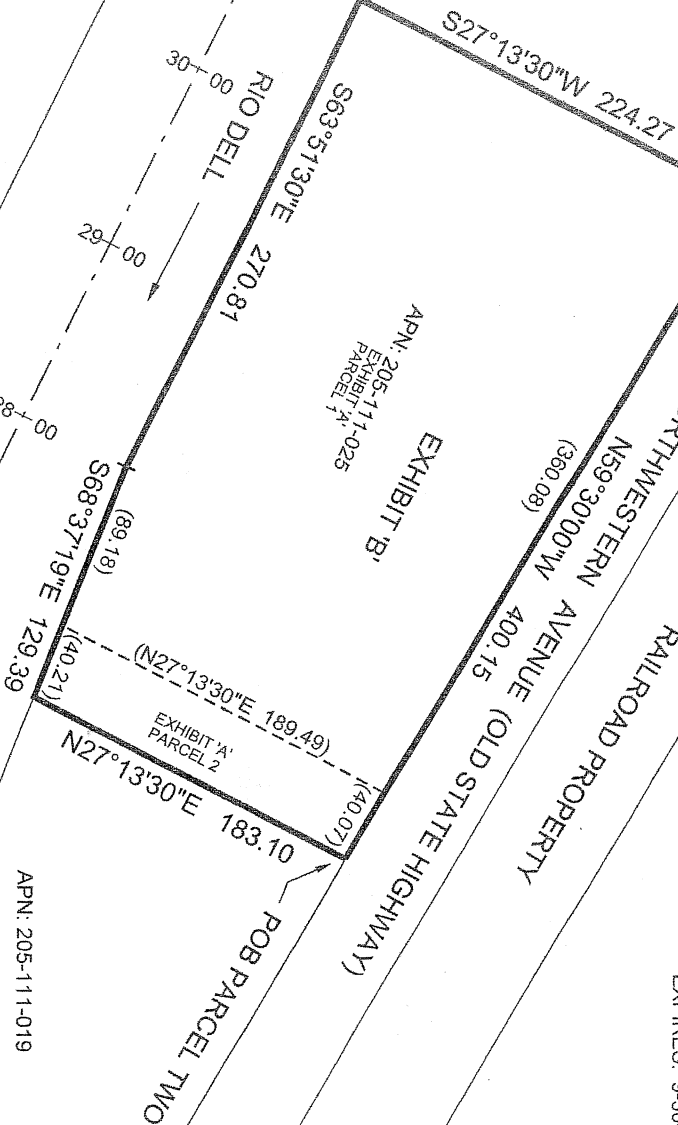
RIO DELL

APN: 205-111-025
EXHIBIT 'A'
PARCEL 1

EXHIBIT 'B'

NORTHWESTERN AVENUE (OLD STATE HIGHWAY)
(360.08)
N59°30'00"W 400.15

RAILROAD PROPERTY



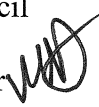
APN: 205-111-019

POB PARCEL TWO

EXHIBIT 'A'
PARCEL 2

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Honorable Rio Dell City Council
THROUGH: Ron Henrickson, City Manager 
FROM: Carla Ralston, P.W. Admin.
DATE: April 5, 2011
SUBJECT: E-waste Collection

IT IS RECOMMENDED THAT THE CITY COUNCIL:

It is recommended that the City approve an E-waste Collection Event and authorize the City Manager to execute all necessary agreements.

BACKGROUND AND DISCUSSION

As you are aware, the City has had E-waste "collector" status for the last 5 years. As an approved collector, this has given the City the opportunity to offer free disposal of E-waste to our citizens while receiving payment for the collected E-waste from Cal-Recycle through the "recycler".

As a state certified collector of e-waste the City will receive .20 lb. for Certified Electronic Waste (CEW) and .10 lb. for all Populated PC Towers. For our last three E-waste collections, we have contracted with ECS Refining and each event has gone very well. We are once again proposing to contract with ECS for a June 3rd and June 4th 2011 E-waste collection event.

BUDGETARY IMPACT

We are anticipating approximately \$2,000.00 in expenses for costs associated with shipping, event advertisement, and staff wages, and we are projecting approximately \$4,000.00 in revenue based on past event information.

ATTACHMENTS

Contract from ECS Refining

STATEMENT OF WORK/CONTRACT

ACCOUNT MANAGER: Dan Lee

DATE: 3/25/2011

START DATE: 3/25/2011

END DATE: 3/25/2012

CUSTOMER INFORMATION

CUSTOMER NAME: The City of Rio Dell

EPA#

SB20 CLIENT ☒ **TYPE OF SB20 CLIENT:** Approved Collector

OTHER TYPE:

INDUSTRY: Landfill

ECS LOCATION: ECS Santa Clara

PICK-UP ADDRESS

STREET: Event Location Will Change From Time to Time

CITY: Rio Dell

STATE: CA

ZIP: 95562

BILLING ADDRESS

STREET: 675 Wildwood

CITY: Rio Dell

STATE: CA

ZIP: 95562

There are multiple pick-up addresses for this billing address NO

NAVISION ACCOUNT NUMBER:

NAVISION PAY-TO ACCOUNT NUMBER:

PICK-UP CONTACT

CONTACT NAME: Carla Ralston

PHONE NUMBER: 707-764-3532

FAX NUMBER:

EMAIL: cralston@riodellcity.com

WEBSITE URL:

MAIN CONTACT

CONTACT NAME: Ron Hendrickson

PHONE NUMBER: 707-764-3532

FAX NUMBER:

EMAIL:

MATERIAL PRICING INFORMATION:

Material Type	UW CRT Device CA	Price	Pay	.20	UOM	LB
Material Type	UWED PC	Price	Pay	.10	UOM	LB
Material Type	UWED MIXED	Price	No Charge		UOM	
Material Type		Price			UOM	
Material Type		Price			UOM	
Material Type		Price			UOM	
Material Type		Price			UOM	
Material Type		Price			UOM	
Material Type		Price			UOM	

PAYMENT TERMS: 30 Day's

Payment clock will be begin when ECS Refining has received material and has received completed source logs.

PRICING TERMS:

Pricing is based on California State Wide Recovery Fee and fare market value. ECS Refining reserves the right to change pricing based on changes in both statewide recovery fee and fair market value at any time.

SERVICE AGREEMENT/ACCOUNT NOTES:

ECS Refining will provide replacement pallets, gaylords and shrinkwrap in an amount equal to that taken/used
Client agrees to deliver complete and compliant SB20 logs to ECS Refining for review prior to scheduled pick-up of material
ECS Refining will provide client with the necessary data needed to complete their annual DTSC report and Net Cost Report for the CIM
ECS Refining will provided one initial operations training class at client location
ECS Refining will provide electronic templates for e-waste handling labels
Client must provide e-waste material training to all employees handling this type of equipment
Client my sort material into gaylords, pallets or other approved contatiner by one material type per container
Client agrees to maintiain their status with all state regulatory agencies for the length of this contract
Client agrees to deliver complete and compliant SB20 logs to ECS Refining for review prior to scheduled pick-up of material

OTHER SERVICE REQUIREMENTS:

* The pricing in this contract includes on-going collection and for collection events.
* This agreement is F.O.B. ECS Refining 705 Reed Street, Santa Clara CA 95050 and does not include shipping cost. The client is responsible for all shipping.

PROVISIONS:

This agreement supersedes any and all other agreements, whether oral, written or implied, between the parties and constitutes the entire agreement between them with respect to the subject matter. No modification or amendment of the Agreement shall be binding unless executed in writing by all of the parties.

AGREED TO:

CLIENT NAME
TITLE/POSITION
DATE

ACCEPTED BY:


EMPLOYEE NAME
TITLE/POSITION VP SALES/MKTG
DATE

ECS ADMIN ONLY**NAVISION ENTERED BY:****LONGJUMP ENTERED BY:****Print Form**

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager 

FROM: Carla Ralston, Public Works Admin. Tech.

DATE: April 5, 2011

SUBJECT: Scope of Services with Winzler & Kelley Consulting Engineers

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Contract agreement with Winzler & Kelley Consulting Engineers in the amount of \$18,600 for Preparation of Bid Documents and Bidding and Construction Assistance for the City of Rio Dell Prop. 1B Maintenance Paving Project, and authorize the City Manager to execute the agreement.

BACKGROUND AND DISCUSSION

The City has received funding from Proposition 1B that has been designated for use for maintenance paving within the City. City Staff identified several locations and a list of improvements that would be the most effective use of the Prop. 1B funds and requested that Winzler & Kelly assist the City with the preparation of the associated bid documents. The attached scope of services outlines those tasks with the associated costs.

BUDGETARY IMPACT

Funding for the preparation of bid documents and bidding and construction assistance is included in the existing project budget.

ATTACHMENTS:

(1) Contract Agreement with Winzler & Kelley

Agreement Between
The City of Rio Dell
And
Winzler & Kelly
For
Preparation of Bid Documents, Bidding and Construction Assistance for The City of Rio Dell
Maintenance Paving Project

This agreement is between the City of Rio Dell and Winzler & Kelly Consulting Engineers to assist the City to complete the bid documents for the subject project. This agreement is based on a prime agreement between the City of Rio Dell and Winzler & Kelly Consulting Engineers dated October 10, 2003. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

INTRODUCTION

The City of Rio Dell has received funding from Proposition 1B that has been designated for use for a maintenance paving within the City of Rio Dell. The funding requirements for these funds require that the funds be expended before the end of the current fiscal year. City Staff has identified locations and improvements of improvements and requested that Winzler & Kelly assist the City by preparing bid documents to for this work so that it can be publicly bid.

SCOPE OF SERVICES

Task 1. Field Data Collection, Preparation of Bid Documents and Schematic Plans

Under this task Winzler & Kelly will prepare front end documents, technical specifications and schematic plans that will serve as the bid package for maintenance paving work identified by the City. It is expected that the project will include improvements at five locations and that in general the improvements will include roadway excavation, cold planing of asphalt concrete, asphalt concrete overlay, raising existing utility covers, and thermoplastic striping.

The front end documents will be similar to those used on past state funded roadway projects completed for the City in the past and are based on the following items:

- Bidding Requirements
- Contract Forms
- Conditions of the Contract

The technical specifications for this project will be completed in CSI format and will describe general requirements of the work to be completed based on the following specific sections:

- Summary of Work
- Measurement and Payment
- Shop drawings and Submittals
- Testing and Laboratory materials
- Traffic Regulations
- Specifications for Site Work

The plans will be developed on a schematic basis showing the proposed improvements on five separate sheets using the existing Orthophoto of the City as the base map. The plans will generally include:

- The location and approximate dimensions of the proposed improvements
- Delineation between base bid and additive bid alternates
- Visible utilities and call outs for City owned utilities to be raised
- Limits of construction

The front end documents, technical specifications and schematic plans will be bound under one cover and made available to the prospective bidders. Three copies will be provided to the City for review and comment.

An opinion of probable construction cost will be prepared for the items of work included with the project based on previous projects or published unit costs available from Caltrans and from other sources. This opinion does not represent any guarantee of actual bids and contract costs, because actual costs are a function of actual bids for the specific project

Due to the short amount of time to complete this project, The City will be provided with draft plans, specifications, and bid documents and review comments will need to be returned to Winzler & Kelly within 5 calendar days to be included in an amendment during bidding

The Estimated Fee for Task 2 is: \$9,100

Task 2. Bid Period Services

Winzler & Kelly will provide bid phase assistance to the City during the bid period for the project. Winzler & Kelly will prepare the advertisement for bids. Winzler & Kelly will advertise the project for bid consistent with the California Public Contract Code bid advertisement requirements for cities. Because the project is small and fairly straight forward, we do not anticipate needing to conduct a pre-bid meeting. We will be available to respond to written questions from contractors and to issue addenda if required during the bid period to provide answers and clarifications to bidders. We will also conduct the bid opening, provide a summary of the bids, review bonds and insurance provided by the contractors, check contractor license standing, and make a recommendation of award to the City.

The Estimated Fee for Task 2 is: \$4,000

Task 3. Construction Management and Observation

Winzler & Kelly will provide construction management services during the construction of the project on a part time basis as requested by the City. If requested, construction management by Winzler & Kelly may include the following tasks: preparation and attendance at preconstruction meeting, review of contractor submittals, providing periodic observation during construction activities for general conformance with the intention with the schematic plans and specifications, responding to requests for information, tracking progress of work and schedule, reviewing progress pay requests by the contractor, preparing field work directives and contract change orders, preparing observation reports, maintaining construction records for work completed by Winzler & Kelly, providing project updates to the City manager and council, and verifying completion and filing notice of completion for recording by the County recorder.

It is assumed that the city will be completing some of the inspection work for this project and that Winzler & Kelly will be only providing part time construction observation as requested by the City.

Construction activities are anticipated to occur during 30 calendar days and that they require approximately 40 hours of effort by Winzler & Kelly.

The Estimated Fee for Task 2 is: \$5,500

COMPENSATION

We propose to complete this work on a time and materials as needed basis for an estimated fee of \$18,600. This work will be billed on a monthly basis based on the actual effort on the project. The City will be provided with regular updates of project progress and budget status. The actual level of effort and cost during construction may differ than as estimated here based on contractor characteristics, actual field conditions, requests of the City, and other factors. If additional effort is necessary, then the City shall provide written authorization for any additional services requested.

Invoices are prepared monthly and are due and payable by the City within 30 days of the date of the invoice. Interest at the rate of 1-1/2% per month will be charged on all outstanding balances. The extent of the work and the total cost will depend on the factors discussed under the Scope of Services.

EXCLUSIONS AND ASSUMPTIONS

- No topographic survey will be conducted by Winzler & Kelly as it is assumed that the existing aerial survey will be used to show the proposed improvements in two dimensions.
- The City will identify the location of utilities as well as utility boxes to be adjusted.
- The City has identified the locations and type of improvements and they are not the result of an engineering study or design calculations.
- The City will be responsible for posting and paying for the project advertisement for bids with the Times-Standard
- Materials testing will be provided by the City who will contract directly with a materials testing lab for materials testing services
- The City will complete any labor compliance monitoring and reporting required
- There will be no project reporting , preparation for audits, or attendance of audit meetings

AGREED

City of Rio Dell

Ron Henrickson, City Manager, Date

Rio Dell Accounting Tracking Number

Winzler & Kelly

 3/23/11
Steven McHaffey, Managing Principal, Date



WINZLER & KELLY

PROJECT ESTIMATING SHEET

PROJECT NAME: City of Rio Dell Maintenance Paving
PROJECT NUMBER: 106111
Prepared by: Merritt Perry
Date: March 23, 2011

PROJECT MANAGER: Merritt Perry
PROJECT ENGINEER: Jakob Schillinger

LABOR COSTS

Employee-->	PIC/QC/QA	Project Manager	Project Engineer	Drafter	GIS	Clerical	Subtotal	Indirect Costs	Direct Expenses	Total	NOTES Proposed Contract
Task 1	180	135	110	95	95	65					
Field Data Collection	0	4	8	0	0	0					
	\$0.00	\$540.00	\$880.00	\$0.00	\$0.00	\$0.00	\$1,420.00	\$72.00	\$0.00	\$1,492.00	\$1,500.00
Task 2	1	10	40	8		8					
Preparation of Plans and Specifications	\$180.00	\$1,350.00	\$4,400.00	\$760.00	\$0.00	\$520.00	\$7,210.00	\$402.00	\$0.00	\$7,612.00	\$7,600.00
Task 3	1	8	20	0		4					
Bid Assistance	\$180.00	\$1,080.00	\$2,200.00	\$0.00	\$0.00	\$260.00	\$3,720.00	\$198.00	\$0.00	\$3,918.00	\$4,000.00
Task 4	1	20	20			1					
Construction Management Assistance	\$180.00	\$2,700.00	\$2,200.00	\$0.00	\$0.00	\$65.00	\$5,145.00	\$252.00	\$0.00	\$5,397.00	\$5,500.00
Total Hours	3	42	88	8	0	13					
TOTAL	\$540.00	\$5,670.00	\$9,680.00	\$760.00	\$0.00	\$845.00	\$17,495.00	\$924.00		\$18,419.00	\$18,600.00



675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council
FROM: Ron Henrickson, City Manager *[Signature]*
DATE: April 5, 2011
SUBJECT: Approval of an Agreement with Nichols Consulting Engineers
ATTACHMENT: Agreement

Council Action:

By motion approve the Agreement with Nichols Consulting Engineers to identify City street maintenance alternatives and estimate project cost in the amount of \$5,000.

City Manager recommendation: Approve the Agreement.

Background: Last year the County contracted with Nichols Engineering to perform a study of the road system. Rio Dell was included in that study. The study found that the City had the worst rated roads in the County.

In order to try to address the problem it is proposed to contract with Nichols Engineering to analyze alternative approaches the City could use to address the poor condition of our streets and estimate the project cost.

Financial Impact: The Agreement will be paid for out of the Transportation Development Act Funding account.



NICHOLS CONSULTING ENGINEERS, Chtd.
Engineering and Environmental Services

501 Canal Blvd., Suite I • Point Richmond, CA 94804 • 510.215.3620 • FAX 510.215.2898

March 14, 2011

File: 11.20.11

Mr. Ron Henrickson
City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

(Via email to cm@riodelcity.com)

Subject: Proposal to Perform Funding Analyses for City of Rio Dell's Street Network

Dear Mr. Henrickson:

Nichols Consulting Engineers, Chtd. (NCE) is pleased to submit this letter proposal to assist the City of Rio Dell in determining the funding needs for the street network. As discussed on March 10, 2011 it is NCE's understanding that the City wishes to determine the additional funding required to improve the City's network. NCE has performed similar analyses for the Cities of Willits, El Cerrito and Santa Cruz as well as the County of Marin prior to successful passage of ½ cent transportation sales tax measures.

Currently, the City maintains approximately 114.2 centerline miles of streets. Based on NCE's condition surveys conducted in fall 2009, the average pavement condition index (PCI) is 61, which is considered to be in the "FAIR" condition category. Funding analyses performed in 2010 indicated that the City will require approximately \$5.5 million over the next 10 years in order to improve the street network to a PCI in the 80's and eliminate the unfunded backlog.

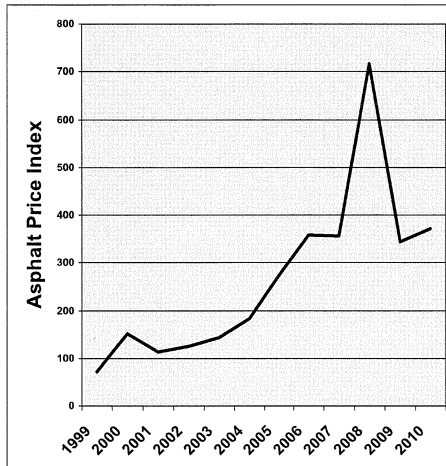
SCOPE OF WORK

The scope of work will be composed of two primary tasks:

1. Review and update of the maintenance and rehabilitation practices and construction costs
2. Perform analyses to determine the funding required to improve the City's street network.

Task A. Review and Update Maintenance and Rehabilitation (M&R) Strategies

NCE will first meet with City staff to review the M&R strategies that are employed in the City. In the original implementation of the pavement management system in 2010, general strategies were prepared and employed in the analyses. This task will fine-tune those strategies to ensure that they are still appropriate for the City. This will include the use of appropriate treatments such as cape seals or overlays. This will also be an appropriate time to review the use of new treatments or materials, such as rubberized asphalt, rubberized chip seals, or slurry seals.



In addition, it will be critical to review the construction costs. In light of the recent volatility of petroleum prices, it is particularly important that appropriate and reasonable costs be used for forecasting future funding requirements so that estimates will be reasonably accurate. As an example of this volatility, the figure below shows the changes in the asphalt price index since 1999. It can be seen that construction costs have increased more than five-fold since 1999, with the greatest volatility occurring in the last 3 years.

Development of the M&R strategies is a critical step in any funding analysis as it has a direct and significant impact on the final work plan that is developed, as well as

the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are practical and workable. The M&R strategies will be used to determine effective treatments for each street section based upon criteria such as condition, pavement type, and functional class

Task B. Funding Analyses

NCE will next perform a budget needs analysis using an analysis period to be determined by the City, typically 5 to 30 years. This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

In simplistic terms, this answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The **Budget Scenarios** evaluation uses a weighted effectiveness rating to prioritize sections for repair under constrained, realistic, budgetary assumptions. The effectiveness rating is defined as the area under a pavement performance curve. The effectiveness rating is weighted to place a higher priority on certain streets, such as arterials and collectors.

Simply put, this answers the question: "If I have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

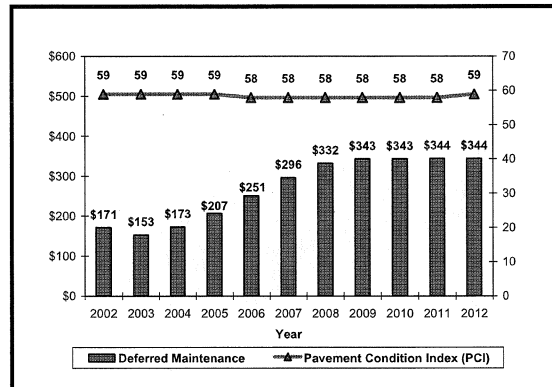
Multiple funding scenarios may be performed to answer "what-if" questions. Based on discussions with City staff, NCE will perform one budget scenario run to determine the impacts of bonding against existing or new revenue streams to "front-load" the maintenance program.



A sample graph from similar funding analyses is shown here.

Finally, NCE will prepare a letter report that summarizes the results of the analyses. Specifically, the report will contain:

- Description of methodology
- Results of analyses
 - Summary of inventory and PCI
 - Maintenance and rehabilitation strategies
 - Determination of construction costs
 - Results of funding analyses



COST ESTIMATE

NCE's cost estimate to perform the above scope of work is:

Task A. Review of Maintenance and Rehabilitation (M&R) Strategies	\$ 2,600
Task B. Funding Analyses	<u>\$ 2,400</u>
Total	\$ 5,000

Should you have any questions on the above, please do not hesitate to contact me at (510) 215-3620 or at myapp@nce.reno.nv.us. We are excited about this opportunity to work with the City and look forward to hearing from you soon.

Sincerely,
NICHOLS CONSULTING ENGINEERS, Chtd.

Margot Yapp, P.E.
Vice President/Principal


Cc: Randy Jensen, Director of Public Works (water1@riodellcity.com)



675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council
FROM: Ron Henrickson, City Manager 
DATE: April 5, 2011
SUBJECT: Discussion - Railbanking

ATTACHMENT: February 18, 2011, Letter to North Coast Railroad Authority

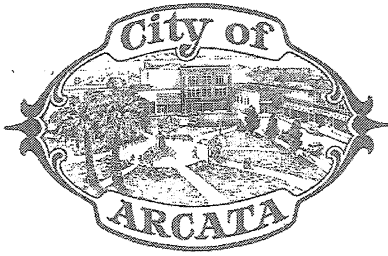
Council Action:

- A. Take no action.
- B. Direct City Manager to prepare a letter for the Mayor's signature supporting railbanking.

City Manager recommendation: At the pleasure of the Council.

Background: The future of the non-operating rail line between Garberville and Crescent City has been a subject of discussion for a number of years. Of interest to Rio Dell is the segment on the east side of the Eel River.

Railbanking is a method of preserving the right of way for future use as a regional trail. This has been a very successful strategy in many other areas of the country. Overland biking is a growing tourist industry and could play a significant role in building new economic growth.



736 F Street Arcata, California 95521

City Council
822-5953

City Manager
822-5953

Public Works
822-5957

Police
822-2428

Community Development
822-5955

Environmental Services
822-8184

A&MRTS
822-3775

Finance
822-5951

Recreation Division
822-7091

FAX
822-8018

February 18, 2011

Executive Director Mitch Stogner and the Board of Directors
North Coast Railroad Authority
c/o Mitch Stogner, Executive Director
419 Talmage Road, Suite M
Ukiah, CA 95482

Re: Arcata City Council Request for the North Coast Railroad Authority to take steps to preserve the integrity of the Humboldt County Railroad Rights-of-Way including investigation of railbanking as a method of preservation.

Dear Mr. Stogner and Honorable Board of Directors:

During the January 19th Arcata City Council meeting, the Council received input from the public and discussed the value of the North Coast Railroad rights-of-way for future train, trail and other public uses. There continues to be growing local concern, which we are certain that you share with us, regarding the state and condition of the non-operating railroad, the lack of maintenance and overgrown nature of the corridor.

The City of Arcata would like to express our support for, and encourage you as an agency to investigate and implement measures that would preserve the public use aspect of the rights-of-way. During this investigation, we encourage you to review the option of railbanking. The Council believes that the benefits of railbanking include:

- Preservation of the rights-of-way, including easements that would otherwise revert back to adjacent landowners, while relieving the railroad operating entity of maintenance responsibility and tax liability.
- Ensures the potential for future restoration of rail service.
- Allows for trails, tourist trains and other public benefit uses both now and if/when rail service is restored.

The City is continuing to further designs for a 4.2 mile stretch of trail between Sunset Ave. and the Hwy 101/Bracut intersection in partnership with the NCRA. These designs are in their final internal review process and will be coming to you for review soon. This project includes a preferred alternative that is a "rail with trail" project. Corridor preservation is equally important to this type of use that is within the corridor but not located on the existing prism or tracks.

The City of Arcata would be happy to be a partner as you explore these options and as you take the important steps necessary to protect the public use of these important rights-of-way. We ask that you place

this discussion on the agenda of your next meeting scheduled in Humboldt County on March 9th for you to hear the concerns first-hand and to work with the community to identify next steps.

If you have any questions, please feel free to contact me or the City Manager, Randy Mendosa at 707.825.5953 or rmendosa@cityofarcata.org.


Sincerely,

Susan Ornelas, Mayor
City of Arcata

c.c. Cliff Clendenen, North Coast Representative to the NCRA
 Linda Adkins, North Coast Representative to the NCRA
 Mark Lovelace, Arcata Representative to the Humboldt County Board of Supervisors

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Mayor and Members of the City Council
FROM: Ron Henrickson, City Manager 
DATE: April 5, 2011
SUBJECT: Unmet Transit Needs Public Hearing

RECOMMENDATION

Open Public Hearing and receive input on any Unmet Transit Needs in the community.

BACKGROUND AND DISCUSSION

Each spring the Humboldt County Association of Governments (HCOAG), as the Regional transportation Planning Agency (RTPA) conducts a citizen participation process to assess unmet transit needs within Humboldt County. This annual "unmet transit needs" process helps HCOAG properly apply funds provided by the Transportation Development Act. HCOAG will hold a public hearing for community members to express any unmet needs they have for specific public transit and paratransit service.

In addition to the County unmet transit needs hearing, HCOAG recommends each entity conduct a separate hearing to receive comments specific to their jurisdiction. Any public comments made at the local meeting will be sent to HCOAG and included in the Unmet Needs Report of Findings.

NOTICE OF PUBLIC HEARING



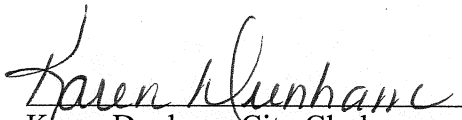
Notice is hereby given that the Rio Dell City Council will hold a Public Hearing on **Tuesday, April 5, 2011 at 6:30 P.M.** or soon thereafter, in the City Hall Council Chambers at Rio Dell City Hall, 675 Wildwood Avenue, Rio Dell, California.

THE PURPOSE OF THE PUBLIC HEARING WILL BE TO DISCUSS:

1) UNMET TRANSIT NEEDS

The Public Hearing will give citizens the opportunity to make their comments known. If you are unable to attend the Public Hearing, you may direct your written comments to the City Clerk, City of Rio Dell, 675 Wildwood Avenue, Rio Dell, CA 95562 or you may call City Hall staff at (707) 764-3532.

All members of the community are encouraged to attend.


Karen Dunham, City Clerk
Posted 3-30-11

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager *RH*

FROM: Carla Ralston, Public Works Admin. Tech.

DATE: April 5, 2011

SUBJECT: Notice of Award for the Rio Dell Prop. 1B Maintenance Paving Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Award the 2011 Rio Dell Prop. 1B Maintenance Paving Project to Thomas R. Bess, Inc. for the amount of \$182,258, and authorize the City Manager to execute the Notice of Award and the Contract Agreement.

BACKGROUND AND DISCUSSION

The bid opening for the 2011 Rio Dell Prop. 1B Maintenance Paving Project was held on Wednesday, March 30, 2011. There were three bids based on the Base Bid Schedule in combination with the Additive Bid Schedules 1-4. The bid package submitted by Thomas R. Bess, Inc. has been approved by the City Engineer to be accurate and includes all the required submittals.

BUDGETARY IMPACT

Funding for this project to come from Proposition 1B Funds.

ATTACHMENTS:

- (1) Memo from Winzler & Kelley
- (2) Notice of Award
- (3) Contract Agreement

BID SUMMARY

Agency: CITY OF RIO DELL

Project Name: MAINTENANCE PAVING PROJECT

Bid Opening Date: 3/30/2011

BASE BID SCHEDULE ITEMS

Item No.	Description	Quantity	Units	Engineer's Estimate		Alves, Inc.		Mercer-Fraser Co.		Thomas R. Bess	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION/DEMOLITION	1	LS	\$10,000	\$10,000	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
2	TRAFFIC CONTROL	1	LS	\$7,500	\$7,500	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
3	STORM WATER POLLUTION PREVENTION	1	LS	\$2,500	\$2,500	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00

CENTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
4	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	178	SY	\$10	\$1,780	\$ 19.00	\$ 3,382.00	\$ 13.00	\$ 2,314.00	\$ 10.00	\$ 1,780.00
5	CLASS II AGGREGATE BASE	59	CY	\$50	\$2,950	\$ 45.00	\$ 2,655.00	\$ 100.00	\$ 5,900.00	\$ 73.00	\$ 4,307.00
6	REPLACE ASPHALT CONCRETE SURFACING	24	CY	\$300	\$7,200	\$ 365.00	\$ 8,760.00	\$ 380.00	\$ 9,120.00	\$ 300.00	\$ 7,200.00
7	ROADWAY EXCAVATION	74	CY	\$18	\$1,332	\$ 25.00	\$ 1,850.00	\$ 46.00	\$ 3,404.00	\$ 35.00	\$ 2,590.00
8	ASPHALT CONCRETE (OVERLAY - TYPE A 0.25' THK)	230	Ton	\$120	\$27,600	\$ 125.00	\$ 28,750.00	\$ 100.00	\$ 23,000.00	\$ 110.00	\$ 25,300.00
9	THERMOPLASTIC PAVEMENT MARKINGS	39	SF	\$8	\$312	\$ 4.00	\$ 156.00	\$ 4.00	\$ 156.00	\$ 3.00	\$ 117.00
10	4-INCH THERMOPLASTIC TRAFFIC STRIPE	280	LF	\$3	\$840	\$ 1.20	\$ 336.00	\$ 0.50	\$ 140.00	\$ 1.00	\$ 280.00
Base Bid Schedule - Center Street Subtotal					\$42,014		\$ 45,889.00		\$ 44,034.00		\$ 41,574.00

CHASE AVENUE

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
11	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	70	SY	\$10	\$700	\$ 19.00	\$ 1,330.00	\$ 35.00	\$ 2,450.00	\$ 10.00	\$ 700.00
12	CLASS II AGGREGATE BASE	28	CY	\$50	\$1,400	\$ 45.00	\$ 1,260.00	\$ 100.00	\$ 2,800.00	\$ 73.00	\$ 2,044.00
13	REPLACE ASPHALT CONCRETE SURFACING	14	CY	\$300	\$4,200	\$ 365.00	\$ 5,110.00	\$ 450.00	\$ 6,300.00	\$ 300.00	\$ 4,200.00
14	ROADWAY EXCAVATION	27	CY	\$18	\$486	\$ 25.00	\$ 675.00	\$ 60.00	\$ 1,620.00	\$ 35.00	\$ 945.00
15	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	133	Ton	\$120	\$15,960	\$ 125.00	\$ 16,625.00	\$ 100.00	\$ 13,300.00	\$ 110.00	\$ 14,630.00
16	THERMOPLASTIC PAVEMENT MARKINGS	69	SF	\$8	\$552	\$ 4.00	\$ 276.00	\$ 4.00	\$ 276.00	\$ 3.00	\$ 207.00
17	4-INCH THERMOPLASTIC TRAFFIC STRIPE	400	LF	\$3	\$1,200	\$ 1.20	\$ 480.00	\$ 0.50	\$ 200.00	\$ 1.00	\$ 400.00
Base Bid Schedule - Chase Avenue Subtotal					\$24,498		\$ 25,756.00		\$ 26,946.00		\$ 23,126.00
Base Bid Schedule - Subtotal					\$86,512		\$ 81,445.00		\$ 87,980.00		\$ 72,700.00

ADDITIVE BID SCHEDULE 1 ITEMS - WEST PAINTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
18	ADJUST UTILITY COVER TO GRADE	1	EA	\$400	\$400	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00
19	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	270	SY	\$10	\$2,700	\$ 10.00	\$ 2,700.00	\$ 15.00	\$ 4,050.00	\$ 10.00	\$ 2,700.00
20	CLASS II AGGREGATE BASE	67	CY	\$50	\$3,350	\$ 45.00	\$ 3,015.00	\$ 120.00	\$ 8,040.00	\$ 73.00	\$ 4,891.00
21	ROADWAY EXCAVATION	88	CY	\$18	\$1,584	\$ 25.00	\$ 2,200.00	\$ 53.00	\$ 4,664.00	\$ 35.00	\$ 3,080.00
22	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	174	Ton	\$120	\$20,880	\$ 125.00	\$ 21,750.00	\$ 110.00	\$ 19,140.00	\$ 110.00	\$ 19,140.00
23	4-INCH THERMOPLASTIC TRAFFIC STRIPE	320	LF	\$3	\$960	\$ 1.20	\$ 384.00	\$ 0.50	\$ 160.00	\$ 1.00	\$ 320.00
Additive Bid Schedule 1 - West Painter Street Subtotal					\$29,874		\$ 30,549.00		\$ 38,054.00		\$ 30,581.00

ADDITIVE BID SCHEDULE 2 ITEMS - EAST PAINTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
24	ADJUST UTILITY COVER TO GRADE	1	EA	\$400	\$400	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00
25	ADJUST EXISTING MANHOLE COVER TO GRADE	2	EA	\$1,000	\$2,000	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 675.00	\$ 1,350.00
26	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	263	SY	\$10	\$2,630	\$ 10.00	\$ 2,630.00	\$ 15.00	\$ 3,945.00	\$ 10.00	\$ 2,630.00
27	CLASS II AGGREGATE BASE	44	CY	\$50	\$2,200	\$ 45.00	\$ 1,980.00	\$ 110.00	\$ 4,840.00	\$ 73.00	\$ 3,212.00
28	ROADWAY EXCAVATION	57	CY	\$18	\$1,026	\$ 25.00	\$ 1,425.00	\$ 50.00	\$ 2,850.00	\$ 35.00	\$ 1,995.00
29	ASPHALT CONCRETE (LEVELING COURSE - TYPE A 1/2" MIN THK)	127	Ton	\$120	\$15,240	\$ 125.00	\$ 15,875.00	\$ 110.00	\$ 13,970.00	\$ 110.00	\$ 13,970.00
30	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	138	Ton	\$120	\$16,560	\$ 125.00	\$ 17,250.00	\$ 110.00	\$ 15,180.00	\$ 110.00	\$ 15,180.00
31	4-INCH THERMOPLASTIC TRAFFIC STRIPE	215	LF	\$3	\$645	\$ 1.20	\$ 258.00	\$ 0.50	\$ 107.50	\$ 1.00	\$ 215.00
Additive Bid Schedule 2 - East Painter Street Subtotal					\$40,701		\$ 40,668.00		\$ 44,892.50		\$ 39,002.00

ADDITIVE BID SCHEDULE 3 ITEMS - E. PAINTER STREET & RIGBY

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
32	ADJUST UTILITY COVER TO GRADE	2	EA	\$400	\$800	\$ 250.00	\$ 500.00	\$ 1,750.00	\$ 3,500.00	\$ 450.00	\$ 900.00
33	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	565	SY	\$10	\$5,650	\$ 10.00	\$ 5,650.00	\$ 15.00	\$ 8,475.00	\$ 10.00	\$ 5,650.00
34	CLASS II AGGREGATE BASE	33	CY	\$50	\$1,650	\$ 45.00	\$ 1,485.00	\$ 110.00	\$ 3,630.00	\$ 73.00	\$ 2,409.00
35	ROADWAY EXCAVATION	43	CY	\$18	\$774	\$ 25.00	\$ 1,075.00	\$ 60.00	\$ 2,580.00	\$ 35.00	\$ 1,505.00
36	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	103	Ton	\$120	\$12,360	\$ 125.00	\$ 12,875.00	\$ 110.00	\$ 11,330.00	\$ 110.00	\$ 11,330.00
37	THERMOPLASTIC PAVEMENT MARKINGS	22	SF	\$8	\$176	\$ 4.00	\$ 88.00	\$ 4.00	\$ 88.00	\$ 3.00	\$ 66.00
38	4-INCH THERMOPLASTIC TRAFFIC STRIPE	205	LF	\$3	\$615	\$ 1.20	\$ 246.00	\$ 0.50	\$ 102.50	\$ 1.00	\$ 205.00
Additive Bid Schedule 3 - East Painter Street Subtotal					\$22,025		\$ 21,919.00		\$ 29,705.50		\$ 22,065.00

ADDITIVE BID SCHEDULE 4 ITEMS - FERN STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
39	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	300	SY	\$10	\$3,000	\$ 10.00	\$ 3,000.00	\$ 14.00	\$ 4,200.00	\$ 10.00	\$ 3,000.00
40	ASPHALT CONCRETE (LEVELING COURSE - TYPE A 1/2" MIN THK)	17	Ton	\$120	\$2,040	\$ 125.00	\$ 2,125.00	\$ 105.00	\$ 1,785.00	\$ 110.00	\$ 1,870.00
41	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	116	Ton	\$120	\$13,920	\$ 125.00	\$ 14,500.00	\$ 105.00	\$ 12,180.00	\$ 110.00	\$ 12,760.00
42	4-INCH THERMOPLASTIC TRAFFIC STRIPE	280	LF	\$3	\$840	\$ 1.20	\$ 336.00	\$ 0.50	\$ 140.00	\$ 1.00	\$ 280.00
Additive Bid Schedule 4 - Fern Street Subtotal					\$19,800		\$ 19,961.00		\$ 18,305.00		\$ 17,910.00

Base Bid Schedule Subtotal	\$86,512	\$81,445	\$87,980	\$72,700
Base Bid + Additive Bid Schedule 1 Subtotal	\$116,386	\$111,994	\$126,034	\$103,281
Base Bid + Additive Bid Schedule 1- 2 Subtotal	\$157,087	\$152,662	\$170,927	\$142,283
Base Bid + Additive Bid Schedule 1- 3 Subtotal	\$179,112	\$174,581	\$200,632	\$164,348
Base Bid + Additive Bid Schedule 1- 4 Subtotal	\$198,912	\$194,542	\$218,937	\$182,258

Low Bidder Determined Based on Base Bid + Additive Bid Schedule 1-3	\$179,112	\$174,581	\$200,632	\$164,348
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NOTICE OF AWARD

TO: Thomas R. Bess, Inc.
110 Memory Lane
Carlotta, CA 95528

PROJECT Description:

City of Rio Dell 2011 Maintenance Paving Project – Base Bid and Additive Bid Schedules 1-4

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated 3/15/2011 and Information for BIDDERS.

You are hereby notified that your BID for Bid Schedule I has been accepted for items in the amount of
\$ 182,258

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within fifteen (15) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within fifteen (7) days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2011.

Owner City of Rio Dell

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

This the _____ day of _____, 20__.

By _____ Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, MADE THIS _____ day of _____, 2011, by and between the City of Rio Dell, hereinafter called "Owner," and _____, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of Rio Dell 2011 Maintenance Paving Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein (except that the City shall pre-purchase the water treatment system components that the Contractor shall install).
3. The Contractor will commence the work required by the Contract Documents within 7 calendar days after the date of the Notice to Proceed and will complete the same within the time provided in Section B-35 of the General Conditions, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the sum shown in the Bid Schedule(s) and as amended by change order.
5. The Contract Documents consist of the Bidding Requirements, Contract Forms, Conditions of the Contract, the Specifications, and the Plans, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The general prevailing rates of per diem wages shall be paid by the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

City of Rio Dell
Owner

ATTEST:

(seal)

By _____
Ron Henrickson, City Manager
As authorized by the
Rio Dell City Council

City Clerk

Contractor (Seal)

By _____

License No.: _____

Expiration: _____

MEMORANDUM

TO: Ron Henrickson, City Manager
Randy Jensen, Public Works Stephanie Beauchaine, Finance Director

FROM: Merritt Perry *MP*

DATE: March 31, 2011

RE: Recommendation of Award of 2011 Maintenance Paving Project

As you are aware, the Bid opening for the 2011 Maintenance Paving Project was held at our office on March 30th. We had good bidder participation with three bids, and received competitive bid results. The funding amount publicly disclosed at the time of bid was \$170,000, and was used to determine the low bidder for the project. A bid tabulation summarizing the bid results for all bids received is attached.

Thomas R. Bess, Inc. from Carlotta had the low bid of \$182,258 based on the Base Bid Schedule in combination with Additive Bid Schedules 1-4. Their bid appears to be accurate and includes the required submittals to be included with the bid. We have reviewed their license detail at the Contractors State License Board, and their license appears to be current and active.

Therefore, we recommend that the City award the 2011 Maintenance Paving Project to Thomas R. Bess, Inc., at the next regularly scheduled council meeting and authorize the City Manager to sign the Notice of Award and sign the Contract Agreement once the contractor has furnished the required bonds and evidence of insurance.

The City still needs to determine which additive bid schedules to include in the award based on the funding the City has available for this project and be sure it is clearly stated in the Notice to Proceed along with the corresponding amount.

Assuming the project is awarded at on April 5th, the anticipated schedule for construction is as follows:

- Council to Award 4/5
- Notice of Award 4/6
- Bonds, Insurance and Agreement from Contractor Due 4/13 (7 days allowed)
- City to Sign Contract Agreement 4/14 (7 days allowed from receipt of Agreement, Bonds and Insurance)

Rio Dell City Council
March 31, 2011
Page 2

- Hold Preconstruction Meeting and Issue Notice to Proceed 4/14 - 4/21 (allow up to 7 days, can be less)
- Start Construction 4/25 (Anticipated)
- End Construction 5/25 (30 days allowed)
-

Thank you for providing us the opportunity to work with the City on this project. If you need assistance during the construction of this project, please feel free to contact me at (707) 443-8326.

BID SUMMARY

Agency: CITY OF RIO DELL

Project Name: MAINTENANCE PAVING PROJECT

Bid Opening Date: 3/30/2011

BASE BID SCHEDULE ITEMS

Item No.	Description	Quantity	Units	Engineer's Estimate		Alves, Inc.		Mercer-Fraser Co.		Thomas R. Bess	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$10,000	\$10,000	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
2	TRAFFIC CONTROL	1	LS	\$7,500	\$7,500	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
3	STORM WATER POLLUTION PREVENTION	1	LS	\$2,500	\$2,500	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00

CENTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
4	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	178	SY	\$10	\$1,780	\$ 19.00	\$ 3,382.00	\$ 13.00	\$ 2,314.00	\$ 10.00	\$ 1,780.00
5	CLASS II AGGREGATE BASE	59	CY	\$50	\$2,950	\$ 45.00	\$ 2,655.00	\$ 100.00	\$ 5,900.00	\$ 73.00	\$ 4,307.00
6	REPLACE ASPHALT CONCRETE SURFACING	24	CY	\$300	\$7,200	\$ 365.00	\$ 8,760.00	\$ 380.00	\$ 9,120.00	\$ 300.00	\$ 7,200.00
7	ROADWAY EXCAVATION	74	CY	\$18	\$1,332	\$ 25.00	\$ 1,850.00	\$ 46.00	\$ 3,404.00	\$ 35.00	\$ 2,590.00
8	ASPHALT CONCRETE (OVERLAY - TYPE A 0.25' THK)	230	Ton	\$120	\$27,600	\$ 125.00	\$ 28,750.00	\$ 100.00	\$ 23,000.00	\$ 110.00	\$ 25,300.00
9	THERMOPLASTIC PAVEMENT MARKINGS	39	SF	\$8	\$312	\$ 4.00	\$ 156.00	\$ 4.00	\$ 156.00	\$ 3.00	\$ 117.00
10	4-INCH THERMOPLASTIC TRAFFIC STRIPE	280	LF	\$3	\$840	\$ 1.20	\$ 336.00	\$ 0.50	\$ 140.00	\$ 1.00	\$ 280.00
Base Bid Schedule - Center Street Subtotal					\$42,014		\$ 45,889.00		\$ 44,034.00		\$ 41,574.00

CHASE AVENUE

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
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13	REPLACE ASPHALT CONCRETE SURFACING	14	CY	\$300	\$4,200	\$ 365.00	\$ 5,110.00	\$ 450.00	\$ 6,300.00	\$ 300.00	\$ 4,200.00
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16	THERMOPLASTIC PAVEMENT MARKINGS	69	SF	\$8	\$552	\$ 4.00	\$ 276.00	\$ 4.00	\$ 276.00	\$ 3.00	\$ 207.00
17	4-INCH THERMOPLASTIC TRAFFIC STRIPE	400	LF	\$3	\$1,200	\$ 1.20	\$ 480.00	\$ 0.50	\$ 200.00	\$ 1.00	\$ 400.00
Base Bid Schedule - Chase Avenue Subtotal					\$24,498		\$ 25,756.00		\$ 26,946.00		\$ 23,126.00
Base Bid Schedule - Subtotal					\$86,512		\$ 81,445.00		\$ 87,980.00		\$ 72,700.00

ADDITIVIE BID SCHEDULE 1 ITEMS - WEST PAINTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
18	ADJUST UTILITY COVER TO GRADE	1	EA	\$400	\$400	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00
19	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	270	SY	\$10	\$2,700	\$ 10.00	\$ 2,700.00	\$ 15.00	\$ 4,050.00	\$ 10.00	\$ 2,700.00
20	CLASS II AGGREGATE BASE	67	CY	\$50	\$3,350	\$ 45.00	\$ 3,015.00	\$ 120.00	\$ 8,040.00	\$ 73.00	\$ 4,891.00
21	ROADWAY EXCAVATION	88	CY	\$18	\$1,584	\$ 25.00	\$ 2,200.00	\$ 53.00	\$ 4,664.00	\$ 35.00	\$ 3,080.00
22	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	174	Ton	\$120	\$20,880	\$ 125.00	\$ 21,750.00	\$ 110.00	\$ 19,140.00	\$ 110.00	\$ 19,140.00
23	4-INCH THERMOPLASTIC TRAFFIC STRIPE	320	LF	\$3	\$960	\$ 1.20	\$ 384.00	\$ 0.50	\$ 160.00	\$ 1.00	\$ 320.00
Additive Bid Schedule 1 - West Painter Street Subtotal					\$29,874		\$ 30,549.00		\$ 38,054.00		\$ 30,581.00

ADDITIVIE BID SCHEDULE 2 ITEMS - EAST PAINTER STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
24	ADJUST UTILITY COVER TO GRADE	1	EA	\$400	\$400	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 450.00	\$ 450.00
25	ADJUST EXISTING MANHOLE COVER TO GRADE	2	EA	\$1,000	\$2,000	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 675.00	\$ 1,350.00
26	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	263	SY	\$10	\$2,630	\$ 10.00	\$ 2,630.00	\$ 15.00	\$ 3,945.00	\$ 10.00	\$ 2,630.00
27	CLASS II AGGREGATE BASE	44	CY	\$50	\$2,200	\$ 45.00	\$ 1,980.00	\$ 110.00	\$ 4,840.00	\$ 73.00	\$ 3,212.00
28	ROADWAY EXCAVATION	57	CY	\$18	\$1,026	\$ 25.00	\$ 1,425.00	\$ 50.00	\$ 2,850.00	\$ 35.00	\$ 1,995.00
29	ASPHALT CONCRETE (LEVELING COURSE - TYPE A 1/2" MIN THK)	127	Ton	\$120	\$15,240	\$ 125.00	\$ 15,875.00	\$ 110.00	\$ 13,970.00	\$ 110.00	\$ 13,970.00
30	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	138	Ton	\$120	\$16,560	\$ 125.00	\$ 17,250.00	\$ 110.00	\$ 15,180.00	\$ 110.00	\$ 15,180.00
31	4-INCH THERMOPLASTIC TRAFFIC STRIPE	215	LF	\$3	\$645	\$ 1.20	\$ 258.00	\$ 0.50	\$ 107.50	\$ 1.00	\$ 215.00
Additive Bid Schedule 2 - East Painter Street Subtotal					\$40,701		\$ 40,668.00		\$ 44,892.50		\$ 39,002.00

ADDITIVIE BID SCHEDULE 3 ITEMS - E. PAINTER STREET & RIGBY

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
32	ADJUST UTILITY COVER TO GRADE	2	EA	\$400	\$800	\$ 250.00	\$ 500.00	\$ 1,750.00	\$ 3,500.00	\$ 450.00	\$ 900.00
33	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	565	SY	\$10	\$5,650	\$ 10.00	\$ 5,650.00	\$ 15.00	\$ 8,475.00	\$ 10.00	\$ 5,650.00
34	CLASS II AGGREGATE BASE	33	CY	\$50	\$1,650	\$ 45.00	\$ 1,485.00	\$ 110.00	\$ 3,630.00	\$ 73.00	\$ 2,409.00
35	ROADWAY EXCAVATION	43	CY	\$18	\$774	\$ 25.00	\$ 1,075.00	\$ 60.00	\$ 2,580.00	\$ 35.00	\$ 1,505.00
36	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	103	Ton	\$120	\$12,360	\$ 125.00	\$ 12,875.00	\$ 110.00	\$ 11,330.00	\$ 110.00	\$ 11,330.00
37	THERMOPLASTIC PAVEMENT MARKINGS	22	SF	\$8	\$176	\$ 4.00	\$ 88.00	\$ 4.00	\$ 88.00	\$ 3.00	\$ 66.00
38	4-INCH THERMOPLASTIC TRAFFIC STRIPE	205	LF	\$3	\$615	\$ 1.20	\$ 246.00	\$ 0.50	\$ 102.50	\$ 1.00	\$ 205.00
Additive Bid Schedule 3 - East Painter Street Subtotal					\$22,025		\$ 21,919.00		\$ 29,705.50		\$ 22,065.00

ADDITIVE BID SCHEDULE 4 ITEMS - FERN STREET

Item No.	Description	Quantity	Units	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
39	COLD PLANE ASPHALT CONCRETE (0.2' MAX)	300	SY	\$10	\$3,000	\$ 10.00	\$ 3,000.00	\$ 14.00	\$ 4,200.00	\$ 10.00	\$ 3,000.00
40	ASPHALT CONCRETE (LEVELING COURSE - TYPE A 1/2" MIN THK)	17	Ton	\$120	\$2,040	\$ 125.00	\$ 2,125.00	\$ 105.00	\$ 1,785.00	\$ 110.00	\$ 1,870.00
41	ASPHALT CONCRETE (OVERLAY - TYPE A 0.2' THK)	116	Ton	\$120	\$13,920	\$ 125.00	\$ 14,500.00	\$ 105.00	\$ 12,180.00	\$ 110.00	\$ 12,760.00
42	4-INCH THERMOPLASTIC TRAFFIC STRIPE	280	LF	\$3	\$840	\$ 1.20	\$ 336.00	\$ 0.50	\$ 140.00	\$ 1.00	\$ 280.00
Additive Bid Schedule 4 - Fern Street Subtotal					\$19,800		\$ 19,961.00		\$ 18,305.00		\$ 17,910.00

Base Bid Schedule Subtotal	\$86,512	\$81,445	\$87,980	\$72,700
Base Bid + Additive Bid Schedule 1 Subtotal	\$116,386	\$111,994	\$126,034	\$103,281
Base Bid + Additive Bid Schedule 1- 2 Subtotal	\$157,087	\$152,662	\$170,927	\$142,283
Base Bid + Additive Bid Schedule 1- 3 Subtotal	\$179,112	\$174,581	\$200,632	\$164,348
Base Bid + Additive Bid Schedule 1- 4 Subtotal	\$198,912	\$194,542	\$218,937	\$182,258

Low Bidder Determined Based on Base Bid + Additive Bid Schedule 1-3 \$179,112 \$174,581 \$200,632 \$164,348


63



675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council
FROM: Ron Henrickson, City Manager 
DATE: April 5, 2011
SUBJECT: Receive and File Bids for Wastewater Project #2 Testing and Inspection Services, and Construction Management and Inspection Services
ATTACHMENT: Bid Summary

Council Action: Receive and file bids.

City Manager Recommendation: Receive and file bids.

Background: The City is currently in the process of soliciting bids for the construction of the Wastewater Treatment Plant and Transmission Pipeline. Construction bids are to be opened on April 15, 2011.

In conjunction with this project the City solicited bids for Testing and Inspection Services as well as Construction Management and Inspection Services. It is anticipated that these contracts will be awarded at such time the construction bid is awarded.

Financial Impact: Expenses related to these services will be paid from project funding we expect through the State Revolving Loan Fund.

Bid Summary

Bids were opened on March 31, 2011, at 5:01 PM in the presence of the City Manager and Finance Director at City Hall.

Testing and Inspection Services

SHN Submitted fee schedule

LACO \$41,030.25

Construction Management and Inspection Services

SHN 3% of construction cost for construction management and 3-4% for inspection

LACO \$431,155


Kurt Hirtzer Inspection Services Option 1 \$377,400 (hourly)

Option 2 \$363,000 (lump sum)

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager 

FROM: Carla Ralston, Public Works Admin. Tech.

DATE: April 5, 2011

SUBJECT: Energy Efficiency and Conservation Block Grant (EECBG)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute the California Energy Commission North Coast (EECBG) Sub-Grantee Agreement between the County of Humboldt and The City of Rio Dell for City Hall Furnace Replacement Project.

BACKGROUND AND DISCUSSION

In February 2010, the City passed Resolution No. 1070-2010 authorizing the County of Humboldt to apply on behalf of the City of Rio Dell for North Coast Integrated Regional Water Management Plan (NCIRWMP) Energy Efficiency and Conservation Block (EECBG) Funding.

The County has now entered into an agreement with the North Coast Integrated Regional Water Management Plan Energy Efficiency and Conservation Block for the funding, and we are now ready to begin the project, once we return our executed Sub-Grantee Agreement between the County of Humboldt and The City of Rio Dell.

BUDGETARY IMPACT

None

ATTACHMENTS:

- (1) Sub-Grantee Agreement between the County of Humboldt and The City of Rio Dell

**California Energy Commission North Coast EECBG
Sub-Grantee Agreement
Between
The County of Humboldt (referred to herein as "Grantee")
And City of Rio Dell
(referred to herein as "Sub-Grantee")
For the Project Entitled: City Hall Furnace Replacement
Effective Date: February 15, 2011**

Recitals

- A.** Grantee has entered in to an agreement to receive grant funding with the California Energy Commission (referred to herein as "CEC") pursuant to that certain North Coast Energy Efficiency Block Grant Agreement effective February 15, 2011 (referred to herein as "North Coast EECBG agreement"). The North Coast EECBG Agreement is incorporated herein by reference and is attached hereto as Attachment A to this Agreement.
- B.** Sub-Grantee is one of several parties intended to receive grant funding from Grantee pursuant to said North Coast EECBG Agreement for work to be completed by Sub-Grantee as set forth in said North Coast EECBG Agreement. Such work to be completed by Sub-Grantee is referred to in both the North Coast EECBG Agreement and in this Agreement as Sub-Grantee Specific Project information – Scope of Work, Schedule and Budget – are included as Attachment B of this Agreement.
- C.** The parties acknowledge Grantee intends to merely administer the distribution of grant funds pursuant to the North Coast EECBG Agreement and Sub-Grantee intends to be responsible for all other aspects of its Component in a manner to insure Grantee's compliance with the North Coast EECBG Agreement.
- D.** The parties desire to set forth the terms and conditions under which Sub-Grantee is to receive grant funds from Grantee.

Agreement

- 1.** The above recitals are incorporated herein by reference.
- 2.** Sub-Grantee shall perform the work and provide the documentation required of Grantee or Sub-Grantees pertinent to Sub-Grantee's Component in a timely manner as set forth in the following portions of the North Coast EECBG Agreement: Exhibit A, B and C.
- 3.** Subject to receipt of grant funds from CEC as a result of a particular request for disbursement of grant funds by Sub-Grantee and subject to the other terms and conditions set forth herein, Grantee shall remit to Sub-Grantee such disbursement it receives from CEC as a result of such request.

4. In order to receive disbursement of grant funds, Sub-Grantee shall submit to Grantee monthly invoices for eligible expenses in a form required by Grantee. The documentation required by this paragraph shall be sent to:

**Jennifer Jenkins
County of Humboldt
Natural Resources Division
3015 H Street
Eureka, CA 95501**

or such other address Grantee may provide Sub-Grantee notice of.

5. The Sub-Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Sub-Grantee.
6. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
7. Sub-Grantee acknowledges the provisions of the North Coast EECBG Agreement and that disbursement of grant funds may be withheld to satisfy the retention requirements set forth therein.
8. Sub-Grantee shall not be entitled disbursement of grant funds as set forth herein if Grantee does not receive grant funds from the CEC in connection with Sub-Grantee's request for disbursement. Further, if Grantee is required to refund any disbursement made to Sub-Grantee to the DWR due to a violation of the North Coast EECBG Agreement by Sub-Grantee, Sub-Grantee shall refund to Grantee such disbursement amount plus any interest or penalties required to be paid by Grantee to the CEC in connection with such refund.
9. Sub-Grantee acknowledges it is required to obtain \$0 in matching funds for its project consistent with the appropriate provisions of Exhibit B of the North Coast EECBG Agreement.
10. Sub-Grantee acknowledges Eligible Project Costs related to its project are limited to those set forth in the North Coast EECBG Agreement.
11. Sub-Grantee makes all of the warranties, representations, covenants, and certifications with respect to its project that are otherwise made by Grantee and with respect to the Project set forth in North Coast EECBG Agreement.
13. Sub-Grantee acknowledges Grantee is relying on Sub-Grantee's performance hereunder in order for Grantee to comply with its obligations set forth in the North Coast EECBG Agreement. In the event Sub-Grantee fails to perform its obligations hereunder, Sub-Grantee agrees to indemnify, defend, and hold Grantee harmless for any liability of Grantee under the North Coast EECBG Agreement related to or arising out of any such failure by Sub-Grantee.

14. In the event Sub-Grantee violates any provision of this Agreement that could potentially result in a violation of the North Coast EECBG Agreement, Grantee may take any and all appropriate measures to prevent any such violation or to mitigate any damages Grantee could incur as a result thereof, including but not limited to performing any work required of Sub-Grantee hereunder, and in such case, Sub-Grantee shall be liable for any costs of Grantee incurred in connection with such.
15. To enable Grantee to confirm Sub-Grantee's compliance with this Agreement, upon request by Grantee, Sub-Grantee shall provide Grantee with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with Sub-Grantee's Component for the purpose of making observations or conducting any necessary tests or studies.
16. The parties may, pursuant to mutual agreement, expand the scope of work to be performed by Grantee hereunder, but in any event modifications to the terms of this Agreement shall be made in writing and executed by the parties.
17. Sub-Grantee shall not assign or otherwise transfer his duties, obligations, or interest under this agreement without prior written consent of the Grantee. Any attempted assignment or transfer without such consent shall be void.
18. Subject to any provisions concerning assignment, all terms and conditions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties thereto and their respective legal representatives, successors and assigns.
19. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of such provision in future instances.
20. This Agreement constitutes entire understanding of the parties regarding the transaction contemplated herein.
21. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
22. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.
23. Any action to enforce this agreement shall be governed by the laws of the State of California, and shall be tried in a Court of competent jurisdiction in the County of Humboldt, State of California; and the parties hereby waive all provisions of law providing for a change of venue to any other county. Prior to Court action, both parties agree to pursue mediation as a means to settle any dispute.
24. Sub-Grantee certifies by its signature below that Sub-Grantee or Sub-Grantee's agents, representatives, employees, contractors and subcontractors are not a Nuclear Weapons contractor, in that Sub-Grantee is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Sub-

Grantee agrees to notify Grantee immediately if it or Sub-Grantee's agents, representatives, employees, contractors and subcontractors become a nuclear weapons contractor, as defined above. Grantee may immediately terminate this agreement if it determines that the foregoing certification is false or if Sub-Grantee or Sub-Grantee's agents, representatives, employees, contractors and subcontractors become a nuclear weapons contractor.

25. Whenever it is provided in this agreement that Grantee or Sub-Grantee shall give written notice to the other, said notice may be given by delivering a copy of said notice to the other party personally, or by mailing first class mail through the U.S. Postal Service, a copy of said notice at the following addresses:

A. Address for Sub-Grantee:

City of Rio Dell
675 Wildwood Ave
Rio Dell, CA 95562

B. Address for Grantee:

County of Humboldt
3015 H Street
Eureka, CA 95501

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

County of Humboldt (Grantee)

By: _____
Kirk Girard
Director, Community Development Services

Date: _____

City of Rio Dell (Sub-Grantee)

By: _____

Date: _____

Typed or Printed Name

Title

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Honorable Rio Dell City Council

THROUGH: Ron Henrickson, City Manager 

FROM: Carla Ralston, P.W. Admin.

DATE: April 5, 2011

SUBJECT: Dog Gone Poo Grant

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1111-2011 for revenue and expense budget amendments for grant revenue from Humboldt Area Foundation and expenses associated with the goals of the Dog Gone Poo Grant.

BACKGROUND AND DISCUSSION

Recently, the Rio Dell Community Resource Center and the City of Rio Dell submitted a "Better Together" Grassroots Grant Application to First 5 Humboldt and the Humboldt Area Foundation. Per the grant guidelines, we held two community meetings and one dinner to explore dog issues in Rio Dell. During those meetings, community members identified several dog issues in Rio Dell. One issue they wanted to see addressed, if possible, was the installation of dog poo bag dispensers and educational signs.

From our meetings we concluded that dog feces on public lands in Rio Dell are a symptom of lack of resources and education provided to the public. By providing the dispensers and educational information about the importance of cleaning up after one's dogs within our community, we would be taking a strong step towards providing a cleaner, safer community.

Based on the grant application, Humboldt Area Foundation awarded the City \$1,333.00 for the purchase of the dog poo bag dispensers, educational signs, and a community workday to install them.

BUDGETARY IMPACT

The is event will require both a revenue amendment to line item 5139-14-000-1032-000 in the amount of \$1,333.00 and an expense budget amendment in the amount of \$1,333.00 to line item 5139-14-000-1032-000 equipment.

RESOLUTION NO. 1111-2011
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIO DELL
DOG GONE POO GRANT BUDGET AMENDMENT

WHEREAS, The City Council approved Resolution 1082-2010 on June 24, 2010 approving the City of Rio Dell, California, Fiscal Year 2010-2011 City Budget; and

WHEREAS, The City of Rio Dell has been awarded a “Better Together” Grassroots Grant from Humboldt Area Foundation; and

WHEREAS, The City seeks to provide a cleaner, safer community about the importance of cleaning up after one’s dogs through the installation of dog poo bag dispensers and educational signs; and

WHEREAS, The City is planning a community workday installation of said dog poo bag dispensers and educational signs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby amend the City of Rio Dell, California Fiscal Year 2010-2011 budget to include a revenue amendment to line item 5139-14-000-1032-000 in the amount of \$1,333.00 and an expense budget amendment in the amount of \$1,333.00 to line item 5139-14-000-1032-000 equipment.

PASSED AND ADOPTED by the City of Rio Dell on this 5th day of April 2011, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

Julie Woodall, Mayor

ATTEST:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Honorable Rio Dell City Council
THROUGH: Ron Henrickson, City Manager *[Signature]*
FROM: Carla Ralston, P.W. Admin.
DATE: April 5, 2011
SUBJECT: Earth Day Community Workday

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and File this report.

BACKGROUND AND DISCUSSION

The City has previously held Earth Day Events. This year we are proposing to Celebrate Earth Day on Friday April 22nd by inviting community members to help with the installation of the Dog Poo Bag Signage and Dispensers (per the grant guidelines), while also incorporating litter abatement activities throughout town.

City staff will arrange the advertising and press releases for this event. Our goal is to promote activities that foster a sense of pride in our community thus making it a safer lovelier place to reside.

BUDGETARY IMPACT

Approximately \$100.00 for safety supplies be taken from 5106-04-(27) the Solid Waste Management Fund, plus expenses for four (4) Public Works employees.

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



TO: Honorable Rio Dell City Council

THROUGH: Ron Henrickson, City Manager *WH*

FROM: Carla Ralston, P.W. Admin.

DATE: April 5, 2011

SUBJECT: Spring Clean Up Day

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and File this report.

BACKGROUND AND DISCUSSION

This item is for informational purposes only.

The City, in conjunction with Eel River Disposal, has sponsored an annual cleanup day in the spring for the last fourteen (14) years. For the last three (3) years the event has been held at 95 Center Street, in the parking lots between Eagle Prairie Elementary School and Monument Middle School.

Staff has contacted both Eel River Disposal and Eagle Prairie Elementary School and a tentative date of May 7th has been set for Spring Cleanup Day, and the hours are expected to be from 9:00 A.M. to 1:00 P.M.

City staff will arrange the advertising and press releases for this event. Our goal is to ensure that all Rio Dell residents are aware of the date, that they have adequate notice, and that they understand that this is only for residential type materials. The City will not accept tires, household hazardous waste, E-waste, building materials, roofing shingles, or items from a commercial source. All persons wishing to participate will be required to show a city water bill or another form of proof of residency for Rio Dell.

BUDGETARY IMPACT

Approximately \$500.00 for tipping fees (based on last year's costs), to be taken from 5154-06-(27) the Solid Waste Management Fund, plus over time expenses for four (4) Public Works employees.